

1. AGREEMENT BETWEEN WOLFBET AND AFFILIATE

§1

These terms and conditions (the "T&Cs") shall apply to the use of the current website (the "Website") and its related or connected services (collectively, the "Service") constitute a legally binding agreement between a guest or the registered user (collectively, the "Affiliate") and PixelPulse N.V., a limited liability company organized under the laws of Curaçao, having its registered address at Abraham de Veerstraat 9, Willemstad, Curaçao, registered at the Curacao Chamber of Commerce & Industry under number 165612 under a License no. ALSI-092404018-FI2 (the "Wolfbet.com").

2. GENERAL TERMS AND CONDITIONS

§1

By using and/or visiting the Website and/or accessing and/or using the Service the Affiliate shall agree to be bound by these T&Cs, together with any amendments, which may be published from time to time. These T&Cs affect the Affiliate's legal rights and obligations. If the Affiliate does not accept these T&Cs, the Affiliate shall refrain from using and/or visiting the Website and/or accessing the Service and using the Website.

§2

Wolf.bet will notify the Affiliate when major changes to these T&Cs are made by sending an email to the Affiliate email address provided during registration. Wolfbet reserves the right, in its sole discretion, to modify or revise T&C and policies at any time, and the Affiliate agrees to be bound by any modifications and/or revisions. Any amendments will become effective immediately upon being posted on the Website. It is the Affiliate's responsibility to review these T&Cs together with the Rules. The Affiliate shall choose to participate in, in order to remain updated with all amendments each time the Affiliate's play.

§3

The Website is operated by Wolfbet.

3. SERVICE

§1

Wolfbet shall reserve the right to refuse access and/or use of the Service to anyone for any reason at any time.

§2

Wolfbet shall reserve the right to discontinue any aspect of the Service at any time for any reason, without notice, and without liability to the Affiliate.

4. NO WARRANTIES

§1

Wolfbet and its licences disclaims any and all warranties stated or implied. The services are provided "as is" and on "as available" basis. Wolfbet shall provide the Affiliate with no warranty or representation regarding the quality, fitness, accuracy or completeness of the Service.

§2

Regardless of efforts, Wolfbet makes no warranty that the service will be uninterrupted, timely or error-free, or that defects will be corrected.

§3

Some jurisdiction may prohibit a disclaimer of warranties and the Affiliate may have other rights that vary from jurisdiction to jurisdiction.

§4

From time to time Wolfbet may need to update, reset, temporarily interrupt or shut down some or all parts of the Service. Any of these actions may cause the Affiliate to lose access to the Service. Wolfbet shall have no liability to the Affiliate if the Service or any aspect of it are interrupted or unavailable for any reason.

5. BASIC TERMS

§1

"Affiliate" means you, the person or entity, who applies to participate in the Affiliate Program.

§2

"Affiliate Account" means the account of the Affiliate set up after an Affiliate Application is made by the Affiliate to take part in the Affiliate Program and approved by Wolfbet.

§3

"Affiliate Agreement" means (i) all the terms and conditions set out in this document, (ii) the terms and conditions of the Commission Structures applicable to the different products and brands, (iii) the Privacy Policy, and (iv) any other rules and/or guidelines of Wolfbet and/or Websites made known to the Affiliate from time to time.

§4

"Affiliate Links" means internet hyperlinks used by the Affiliate to link from the Affiliate Website(s) or any other third-party website to Wolfbet Websites.

§5

"Affiliate Program" means the collaboration between Wolfbet and the Affiliate whereby the Affiliate will promote Wolfbet websites and create the Affiliate Links from the Affiliate Website(s) to Wolfbet website and thereby be paid a commission as defined under the

Affiliate Agreement depending on the traffic generated to the websites subject to the terms and conditions of the Affiliate Agreement and to the applicable product-specific Commission Structure.

§6

“Affiliate Website(s)” means any website on the world wide web which is maintained, operated or otherwise controlled by the Affiliate.

§7

“Website” means the website with domain name is:

www.wolfbet.com

or other such websites as may be added to the Affiliate Program by Wolfbet from time to time

§8

“Commission” means the percentage of the Net Gaming Revenue.

§9

“Intellectual Property Rights” means any copyrights, trademarks, service marks, domain names, brands, business names, utility brands, and registrations of the aforesaid and/or any other similar rights of this nature.

§10

“Net Gaming Revenue” means all money received by Wolfbet from New Customers in relation to placed bets/casino activities less (a) money paid out to New Customers as winnings, (b) bonuses, loyalty bonuses, promotional amounts, (c) jackpot contribution payouts, (c) administration fees, (d) fraud costs, (e) charge-backs and (f) returned stakes

For the avoidance of doubt, all Net Revenue amounts referred to above are only in relation amounts generated from New Customers referred to Wolfbet by the Affiliate Website(s).

§11

“New Customer” means a new first time customer of Wolfbet having made a first deposit betting account in accordance with the applicable terms and conditions of Wolfbet Websites’, but excluding the Affiliate, its employees, relatives and/or friends.

§12

“Parties” means Wolfbet and the Affiliate (each a “Party”).

§13

“Personal Data” means any information relating to any person, whether individual or legal, that is or may be identified from time to time (directly or indirectly). It includes without limitation any and all information in relation to New Customers and/or Affiliates.

6. YOUR OBLIGATIONS

§1

It is your sole obligation to ensure that any information you provide us with when registering with the Affiliate Program is correct and that such information is kept up to date at all times. To become a member of our Affiliate Program you must accept these terms and conditions by ticking the respective box while creating the Affiliate Account. You will provide any documentation required by Wolfbet to verify the Affiliate Application and / or to verify the Affiliate Account information provided to Wolfbet at any time during the term of the Affiliate Agreement. This documentation may include but is not limited to: bank statements, individual or corporate identity papers and proof of address.

§2

It is your sole obligation and responsibility to ensure that (and to put in place all necessary measures to ensure that) your login details for your Affiliate Account are kept confidential, safe and secure at all times. Any unauthorised use of your Affiliate Account resulting from your failure to adequately guard your login information shall be your sole responsibility and you remain solely responsible and liable for all activity and conduct occurring under your Affiliate Account Login and Password whether such activity and / or conduct was undertaken by you or not. It is your obligation to inform us immediately if you suspect illegal or unauthorised use of your Affiliate Account. As your login details are confidential, we do not have visibility of this information and cannot provide you with such information in case of loss.

§3

By agreeing to participate in the Affiliate Program, you are agreeing to advertise, market, and promote the Website in accordance with the provisions of the Affiliate Agreement and Wolfbets instructions from time to time. You will ensure that all activities taken by you under the Affiliate Agreement will in no way harm Wolfbets reputation or goodwill. You may link to the Wolfbet Website's using the Affiliate Links or other such materials as we may from time to time approve. This is the only method by which you may advertise on our behalf unless otherwise agreed.

§4

You will not generate traffic to the Website by registering as a New Customer whether directly or indirectly (for example by using associates, family members or other third parties). Such behaviour shall be deemed as fraud. You will also not attempt to benefit from traffic not generated in good faith whether or not it actually causes us damage. Where you have any reasonable suspicion that any New Customer referred by you under the Affiliate Agreement is in any way associated with bonus abuse, money laundering, fraud, or other abuse of remote gaming sites, you will immediately notify us of the same. You hereby recognize that any New Customer found to be a bonus abuser, money

launderer or fraudster or who assist in any form of affiliate fraud (whether notified by you or later discovered by us) does not constitute a valid New Customer under the Affiliate Agreement (and thereby no Commission shall be payable by Wolf.bet in relation to such New Customers).

§5

You will be solely responsible for the development, operation, and maintenance of the Affiliate Website and for all materials that appear on the Affiliate Website. You shall at all times ensure that the Affiliate Website is compliant with all applicable law and appears and functions as a professional website. You will not present the Affiliate Website in such a way so that the Affiliate Website may cause confusion with the Wolfbet generally or so that it may give the impression that it is owned or operated by Wolfbet. The Affiliate Website will not contain any defamatory, libelous, discriminatory, obscene, unlawful (including that which the Affiliate does not have permission from any third party rights owner to use, for example illegal streaming) or otherwise unsuitable content (including, but not limited to: sexually explicit material which is not in line with legal or acceptable standards, violent, obscene, derogatory or pornographic materials or content which would be illegal in target country).

§6

The Affiliate Program is intended for your direct participation. You shall not open affiliate accounts on behalf of other participants. Opening an Affiliate Account for a third party, brokering an Affiliate Account or the transfer of an Affiliate Account is not accepted by Wolfbet. Affiliates wishing to transfer an account to another beneficial account owner must request permission to do so by contacting us. Approval is solely at our discretion. You shall not open more than one Affiliate Account without our prior written consent.

§7

The Affiliate Links shall be displayed at least as prominently as any other sales link on the Affiliate's Website and if you display or make accessible to visitors to the Affiliate Websites descriptive information regarding any vendors whose banners are displayed on the Affiliates Website you shall, subject to our prior written approval of the content thereof, include similar descriptive information regarding the applicable Website. You will only use Affiliate Links provided by Wolfbet within the scope of the Affiliate Program. Masking your Affiliate Links (for example hiding the source of the traffic sent to Wolfbet's Websites) is also prohibited.

§8

You will not use any Affiliate Links or otherwise place any digital advertisements whatsoever featuring our Intellectual Property Rights (or in any other way link to or drive traffic to any Wolfbet Website) on any unsuitable websites (whether owned by a third party or otherwise). Unsuitable websites include, but are not limited to, those that: are aimed at children, display illegal pornography or other illegal sexual acts, promote violence, promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, promote illegal activities or in any way violate the intellectual property rights of any third party (including for the avoidance of doubt, any illegal streaming websites) or of Wolf.bet or breach any relevant advertising regulations or codes of practice in any territory or any jurisdiction where such Affiliate Links or digital advertisements may be featured.

§9

If sending any direct marketing communications to individuals (including but not limited to email, SMS and/or push notifications) which (i) include any of Wolfbet's Intellectual Property Rights; or (ii) otherwise intend to promote Website, you must first have permission to send such direct marketing communications from Wolfbet. If such permission is granted by Wolfbet you must then ensure you have obtained each and every recipient's explicit consent to receive marketing communications and that such individuals have not opted out of receiving such communication. You must also make it clear, so that no confusion is caused (in regards to the sender of such communication) to the recipient that all marketing communications are sent from you and are not from Wolfbet. For the avoidance of doubt, should you wish to engage any third parties in connection with the provision of such direct marketing communications, you shall be responsible for ensuring such third parties comply with the requirements of this clause 2.9.

§10

Any use of Wolfbet's Intellectual Property Rights must be in accordance with any brand guidelines issued to you from time to time and are always subject to the approval required in Clause 2.12 below. You will not purchase or register keywords, search terms or other identifiers for use in any search engine, portal, app store, sponsored advertising service or other search or referral service and which are identical or similar to any of the Wolfbet trademarks or otherwise include the Wolfbet trademarks or variations thereof, or include metatag keywords on the Affiliate Website which are identical or similar to any of the Wolfbet trademarks. You will not register (or apply to register) any trademark or domain name or any similar trademark or domain name which is similar to any trademark, domain name or brand used by or registered in the name of any member of Wolfbet, or any other name that could be understood to designate Wolfbet or any Wolfbet brand.

§11

You will not use any advertising layout or creative (including banners, images, logos and / or any material containing) incorporating or in any way utilising our Intellectual Property Rights unless the advertising layout or creative has been provided to you by Wolfbet or (where creative / advertising layouts are created by you) without the advanced written approval of Wolfbet in relation to each and every advertising layout or creative. You will not alter the appearance of any advertising or creative which has been provided to you or for which such approval has been granted by Wolfbet. It is your responsibility to seek approval from Wolfbet in time for release or launch of any advertising campaign or creative and to ensure you have written approval from Wolfbet in relation to each and every advertising layout or creative and to be able to evidence such approval upon request.

§12

You will not offer any rake-back, cash-back, value-back or similar Programs, other than such Programs as are offered on the Website.

§13

Responsible Gaming. You are aware of Wolfbet's on-going commitment to responsible gaming and the prevention of gambling addiction and you will actively cooperate with

Wolfbet to convey a responsible gaming message and reduce gambling addiction including (but not limited to) featuring such responsible gaming links, information or logos as required by Wolf.bet on the Affiliate Website. You will not use any material or in any way target persons who are under 18 (or older where you target a jurisdiction or territory where the minimum age to partake in gambling is greater than 18).

§14

Illegal activity. You will not target any territory or jurisdictions where gambling is illegal or where the promotion, marketing or advertising of gambling is illegal. You will act legally and within the relevant and / or applicable law at all times and you will not perform any act which is illegal in relation to the Affiliate Program or otherwise.

§15

Cost and expense. You shall be solely responsible for all risk, costs and expenses incurred by you in meeting your obligations under the Affiliate Agreement.

§16

Wolfbet monitoring of Affiliate activity. You will immediately give Wolfbet all such assistance as is required and provide us with all such information as is requested by Wolfbet to monitor your activity under the Affiliate Program.

7. YOUR RIGHTS

§1

We grant you the non-exclusive, non-assignable, right, during the term of this Affiliate Agreement, to direct New Customers to Website as we have agreed with you in strict accordance with the terms and conditions of the Affiliate Agreement. You shall have no claim to Commission or other compensation on business secured by or through persons or entities other than you.

§2

We grant to you a non-exclusive, non-transferable license, during the term of this Affiliate Agreement, to use the Wolfbet Intellectual Property Rights, which we may from time to time approve solely in connection with the display of the promotional materials on the Affiliate Website or in other such locations as may have been expressly approved (in writing) by Wolfbet. This license cannot be sub-licensed, assigned or otherwise transferred by you. Your right to use the Wolfbet Intellectual Property Rights is limited to and arises only out of this license. You shall not assert the invalidity, unenforceability, or contest the ownership of any Wolfbet Intellectual Property Rights in any action or proceedings of whatever kind or nature, and shall not take any action that may prejudice our rights in the Wolfbet Intellectual Property Rights, render the same generic, or otherwise weaken their validity or diminish their associated goodwill. You must notify us immediately if you become aware of the misuse of the Wolfbet Intellectual Property Rights by any third party.

§3

For the purpose of the services to be delivered under this Agreement, it is understood that

the Affiliate shall not have access to any Personal Data of Wolfbet's customers.

8. OUR OBLIGATIONS

§1

We shall use our best endeavours to supply you with all such materials and information required for necessary implementation of the Affiliate Links.

§2

At our sole discretion, we may register any New Customers directed to the Website by you and we will track their transactions. We reserve the right to refuse New Customers (or to close their accounts) if necessary, to comply with any requirements we may periodically establish.

§3

We shall make available monitoring tools which enable you to monitor your Affiliate Account and the level of your Commission and the payment thereof.

§4

We shall use and process the following personal data of an Affiliate or any Affiliate employee in accordance with our Privacy Policy, as follows: your username for the purpose of logging in, your email address, name, date of birth, your country and address, telephone number and financial data for the purposes of ensuring a high level of security, fulfilling the AML legal requirements and for managing our business relationship.

§5

Subject to your strict adherence to the Affiliate Agreement, we shall pay you the Commission in accordance with Clause 10.

9. OUR RIGHTS AND REMEDIES

§1

In the case of your breach (or, where relevant, suspected breach) of the Affiliate Agreement or your negligence in performance under the Affiliate Program, or failure to in any way meet your obligations hereunder, Wolfbet shall have (at Wolfbet sole discretion) the following remedies available:

1. The right to suspend (for up to 30 days) any Affiliate's participation in the Affiliate Program for such a period as is required to investigate any activities of the Affiliate that may be in breach of the Affiliate Agreement. During any period of suspension, payments of Commission will also be suspended;
2. The right to withhold any Commission or any other payment payable or owing to the Affiliate arising from or relating to any specific campaign, traffic, content or activity conducted or created by the Affiliate under the Affiliate Agreement which is in breach of (or otherwise not in accordance with) the Affiliate's obligations under the Affiliate Agreement;

3. The right to withhold and / or set off such money as Wolfbet deems reasonable from the Commission to cover any indemnity given by the Affiliate hereunder or to otherwise cover any liability of Wolfbet which arises as a result of the Affiliate's breach of the Affiliate Agreement or the Affiliate's negligent performance hereunder;
4. Immediately terminate the Affiliate Agreement.

§2

Our rights and remedies detailed above shall not be mutually exclusive. Therefore, the exercise of one or more of the right or remedies listed above shall not preclude the exercise of any other right or remedy. You also acknowledge, confirm, and agree that damages may be inadequate for a breach or a threatened breach of the Affiliate Agreement and, in the event of a breach or threatened breach of any provision of the Affiliate Agreement; we may seek enforcement or compliance by specific performance, injunction, or other equitable remedy. Nothing contained in the Affiliate Agreement shall limit or affect any of our rights at law, or otherwise, for a breach or threatened breach of any provision of the Affiliate Agreement, the intention of this provision is to make clear that our rights shall be enforceable in equity as well as at law or otherwise.

10. COMMISSION AND PAYMENT

§1

Subject to your adherence to the provisions of the Affiliate Agreement, you will earn Commission. The Commission shall be deemed to be exclusive of value-added tax or any other applicable tax.

§2

The Commission is calculated daily with 24 hours delay.

§3

The Commission structure and the amount is discussed with each Affiliate individually and may change during the Agreement period with the agreement of both sides.

§4

The Affiliate is deemed to withdraw earned Commission in one of the three available cryptocurrencies which are Bitcoin, Ethereum, or USDT.

§5

There is no minimum withdrawal threshold as long as the transaction fee is covered.

§6

Transactions fees are changeable and vary on different factors e.g. blockchain congestion.

§7

If either Party disagrees with the balance due, it shall notify the other Party within fifteen

(15) days and state the reasons for the disagreement. The disputed amount shall then be compared by Wolfbet to reports offered in the Wolf.bet Affiliate Account system and the Wolf.bet database, and the final amount payable shall be as per the figure reported on the database.

§8

The Affiliate shall have the sole responsibility to pay any and all taxes, levies, fees, charges, and any other money payable or due both locally and abroad (if any) to any tax authority, department, or other competent entity as a result of the compensation generated under the Affiliate Agreement. Wolf.bet shall under no circumstances whatsoever be held liable for any such amounts unpaid but found to be due by the Affiliate and the Affiliate shall indemnify Wolf. bet in that regard.

11. MODIFICATION OF TERMS AND CONDITIONS

§1

We may modify any of the terms and conditions contained in the Affiliate Agreement or replace it at any time and in our sole discretion by sending an email to the Affiliate email address provided during registration. Modifications may include, for example, changes in the scope of available Commissions and Affiliate Program rules. If any modification is unacceptable to you, your only recourse is to terminate the Affiliate Agreement. Your continued participation in our Affiliate Program following our posting of a change notice or new agreement on our site will constitute binding acceptance of the modification or of the new agreement.

12. CONFIDENTIAL INFORMATION AND PUBLICITY

§1

During the term of the Affiliate Agreement, you may from time to time be entrusted with confidential information relating to our business, operations, or underlying technology and/or the Affiliate Program (including, for example, the Commissions earned by you under the Affiliate Program). You agree to avoid disclosure or unauthorized use of any such confidential information to third persons or outside parties unless you have our prior written consent. You also agree that you will use the confidential information only for purposes necessary to further the purposes of the Affiliate Agreement. Your obligations in regards to this clause survive the termination of the Affiliate Agreement. You must not issue any press release or similar communication to the public with respect to your participation in the Affiliate Program without the prior written consent of Wolf.bet (with approval of the exact content to also be approved by Wolf.bet).

13. TERM AND TERMINATION

§1

The term of the Affiliate Agreement will begin when you are approved as an Affiliate. For the avoidance of doubt, Wolf.bet may terminate upon immediate notice at any time for the Affiliates failure to meet their obligations under the Affiliate Agreement.

§2

The agreement can be terminated under the following circumstances:

- Fraud (i.e multi-accounts, creation of fake user accounts and/or imitation of players gaming activity, non-typically large percentage of players who do not return to the project, etc.)
In case of Fraud, Affiliate Program stops all the promo campaigns with an Affiliate immediately and blocks Affiliate account due to this cause for an unlimited period after detection of the fraudulent activity. Affiliate balance and outstanding commission is subject to cancellation.
- Incentive traffic (Affiliate uses any type of motivation to lure players to make a deposit without prior agreement and approval by the Affiliate Program, i.e. cashbacks, prize draws, giveaways etc.)
In case of detecting the usage of any types of unauthorized incentives, Affiliate Program stops all the promo campaigns with an Affiliate immediately and blocks Affiliate account due to this cause for an unlimited period after detection of such activity. Affiliate balance and outstanding commission is subject to cancellation.

§3

Affiliate actions upon termination. Upon termination you must immediately remove all of Wolfbet banners/icons from the Affiliate Website and disable all Affiliate Links from the Affiliate Website to all Website. All rights and licenses given to you in the Affiliate Agreement shall immediately terminate. You will return to Wolfbet any confidential information and all copies of it in your possession, custody and control and will cease all uses of all Wolfbet Intellectual Property Rights.

§4

Upon termination of the Affiliate Agreement for any reason, all Commission relating to any New Customers directed to Wolfbet during the term shall be payable to the Affiliate as from the date of termination no later than 90 days after the Affiliate Agreement termination. The exceptions are circumstances listed in clause 13.2 of the T&C.

14. MISCELLANEOUS

§1

We make no express or implied warranties or representations with respect to the Affiliate Program, about Wolfbet or the Commission payment arrangements (including, without limitation, functionality, warranties of fitness, merchantability, legality or non-infringement), and do not express nor imply any warranties arising out of a course of performance, dealing, or trade usage. In addition, we make no representation that the operation of our sites will be uninterrupted or error-free and will not be liable for the consequences if there are any. In the event of a discrepancy between the reports offered in the Wolfbet Affiliate Account system and the Wolfbet database, the database shall be deemed accurate.

§2

You shall defend, indemnify, and hold Wolfbet, our directors, employees and representatives harmless from and against any and all liabilities, losses, damages and costs, including legal fees, resulting from, arising out of, or in any way connected with (a)

any breach by you of any provision of the Affiliate Agreement, (b) the performance of your duties and obligations under the Affiliate Agreement, (c) your negligence or (d) any injury caused directly or indirectly by your negligent or intentional acts or omissions, or the unauthorised use of our banners and links or this Affiliate Program.

§3

Wolfbet shall not be held liable for any direct or indirect, special, or consequential damages (or any loss of revenue, profits, or data), any loss of goodwill or reputation arising in connection with the Affiliate Agreement or the Affiliate Program, even if we have been advised of the possibility of such damages.

§4

Our failure to enforce your strict performance of any provision of the Affiliate Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of the Affiliate Agreement. No modifications, additions, deletions or interlineations of the Affiliate Agreement are permitted or will be recognised by us. None of our employees or agents has any authority to make or to agree to any alterations or modifications to the Affiliate Agreement or its terms.

§5

Wolfbet and the Affiliate are independent contractors and nothing in the Affiliate Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between us. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that would contradict anything in this Affiliate Agreement.

§6

Neither party shall be liable to the other for any delay or failure to perform its obligations under the Affiliate Agreement if such delay or failure arises from a cause beyond its reasonable control, including but not limited to labour disputes, strikes, industrial disturbances, acts of God, acts of terrorism, floods, lightning, utility or communications failures, earthquakes or other casualty. If such event occurs, the non-performing Party is excused from whatever performance is prevented by the event to the extent prevented provided that if the force majeure event subsists for a period exceeding thirty (30) calendar days then either Party may terminate the Affiliate Agreement with immediate effect by providing a written notice. The following circumstances / events shall be considered as Force Majeure: (a) closing any geo (jurisdiction) as market previously permitted / allowed / available to work with / at by any competent authority act / decision directly restricting / forbidding usual business activity; (b) closing any payment method used for processing at least 75% of payments to / from Customers (withdrawals / deposits / bets) by decision of a financial institution / competent authority; (c) revocation of a casino / betting website operator's license by decision of a competent authority / license holder (licensor); (d) other similar circumstances / events not specified above substantially affecting normal business processes and / or substantially increasing expenses of the Website.

§7

You may not assign the Affiliate Agreement, by operation of law or otherwise, without our

prior written consent. Subject to that restriction, the Affiliate Agreement will be binding on, inure to the benefit of, and be enforceable against you and us and our respective successors and assigns.

§8

Each provision of the Affiliate Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but, if any provision of the Affiliate Agreement is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of the Affiliate Agreement or any provision hereof. No waiver will be implied from conduct or failure to enforce any rights and must be in writing to be effective.