

Bybit Affiliate Program Terms and Conditions

Effective Date: 20 February 2026

These Terms and Conditions (“**Terms**”) govern the use of the electronic platform of Bybit Technology Limited (the “**Company**”, “**we**”, “**us**” or “**our**”), including our website or mobile application (the “**App**”, together with the website, the “**Site**”) and any services provided through the platform (collectively, the “**Platform**”) for accessing the Affiliate Program (as defined below). These Terms form a binding agreement between the Company and you as a user of the Platform and participant of the Affiliate Program (the “**Affiliate**”, “**you**”, “**your**”). These Terms serve to supplement the terms of our [Service Agreement](#) between you and the Company when you register for the electronic trading platform of the Company. By registering for the Affiliate Program, you confirm your acceptance of these Terms and our associated [Privacy Policy](#). If you do not agree to these Terms, you must immediately cease using the Site and the Platform.

Disclaimer

No material or any other information which may be made available on the Site or Platform shall constitute or be construed as a recommendation, endorsement, offer, invitation or solicitation to enter into any transaction with or purchase any product, or otherwise deal with securities or other products. You further understand that none of the information providers, including any Third-Party Providers (as defined below) are advising you personally concerning the nature, potential, value or suitability of any particular security or crypto asset, portfolio of securities or crypto assets, transaction, investment strategy or other matter, and any information provided is not tailored to the investment needs of any specific person. You understand that an investment in any security or crypto asset is subject to a number of risks, and that discussions of any security or crypto asset published on the Site or Platform may not contain a list or description of relevant risk factors. Please note that markets change continuously, and so any information, content, Third-Party Content (as defined below) or other material provided on or through the Site or Platform may not be complete or current, or may be superseded by more current information. You rely on such information at your own risk.

No Professional or Investment Advice. Our Site and Platform are not intended to provide tax, legal, insurance or investment advice, and nothing on the Site or Platform should be

construed as an offer to sell, a solicitation of an offer to buy, or a recommendation for any security or crypto asset by the Company. You alone are solely responsible for determining whether any investment, security or strategy, or any other product or service, is appropriate or suitable for you based on your investment objectives and personal and financial situation. You should consult an attorney or tax professional regarding your specific legal or tax situation.

1. Definitions

1.1. Unless otherwise defined or the context otherwise requires, all capitalized terms shall have the meaning given to them in these Terms:

- a. **"Affiliate"** shall mean the User of the Platform who has registered with the Company as an **"Affiliate"** pursuant to these Terms.
- b. **"Affiliate Account"** means the account established by an Affiliate for the purpose of participating in the Affiliate Program.
- c. **"Affiliate Code"** means the referral code assigned to an Affiliate which may be used by potential customers or the Company to identify the link between the Client and such Affiliate.
- d. **"Affiliate Credentials"** means the set of user identification, password, personal identification number, token and any other information or device provided to an Affiliate to access the Affiliate Program.
- e. **"Affiliate Link"** means the link that an Affiliate posts on any Third Party Platform that would direct the potential customers to the Platform as such Affiliate's Clients.
- f. **"Affiliate Program"** means the program which the Company makes available to its Users on the Site in order to incentivize the Users to market and promote the Platform and enable the Users to refer potential customers to the Company for the purpose of converting such potential customers into a Client.
- g. **"Authorized Individual"** means any person that is authorized to access and use the Site and Platform on behalf of an Affiliate.
- h. **"Biometric Authentication"** means the identity authentication function using biometric credentials including fingerprint, facial recognition or any other biometric data, as we may permit from time to time.
- i. **"Channel"** means any marketing, promotional, or referral source through which a User accesses, registers with, or is re-engaged on the Platform, including but not limited to affiliate links, referral codes, direct marketing campaigns, paid advertisements, email communications, social media, third-party platforms, or any other medium authorized or utilized by the Company or its partners for User acquisition or reactivation purposes.

- j. **“Client”** means a User who, through the Affiliate Link or Affiliate Code provided by an Affiliate, has registered a trading account with the Platform pursuant to the [Service Agreement](#).
- k. **“Commission”** means any commission, rebate, and/or other remuneration paid, or payable, to the Affiliate by the Company for the referral services rendered by the Affiliate regarding the new Clients identified and referred to the Company by the Affiliate.
- l. **“Digital Platforms”** refers to third-party distribution platforms where mobile applications or other software programs can be accessed or downloaded, including, but not limited to, the Apple App Store and Google Play.
- m. **“Government Authority”** means any relevant domestic or foreign governmental or quasi-governmental authority, statutory authority or quasi-statutory or regulatory authority, department, administrative, monetary, fiscal or judicial body, department, corporation, commission, authority, tribunal, agency or stock exchange or government owned or government controlled corporation or any public international organization, or taxing authority or any body entitled to exercise executive power or power of any nature over the Company or the Affiliate hereto, and the services under these Terms.
- n. **“Personal Information”** refers to information supplied by an Affiliate from which the identity of such Affiliate may be directly or indirectly ascertained.
- o. **“Privacy Policy”** means the additional terms and conditions governing the collection, use and disclosure of each User’s Personal Information, as set out [here](#). Each User must read and agree to the Privacy Policy in order to use the Site.
- p. **“Service Notifications”** are one-way notifications from the Company (which may include security-related notifications) via text message or emails and, where applicable, push notifications through the Site. These notifications are sent to an Affiliate in respect of certain information or events relating to an account to which an Affiliate has access through the Platform.
- q. **“Third-Party Provider”** is any third party that offers a trading or other financial services account that can be registered and accessed through the Platform.
- r. **“Third-Party Platform”** means any social media platform through which an Affiliate promotes or markets the Platform or the Company.
- s. **“User”** means any person that access and use the Site and the Platform and any Authorized Individual acting on their behalf.

2. Changes

2.1. We reserve the right at any time to:

- a. modify, update or change the terms and conditions of these Terms or our [Privacy Policy](#).
- b. modify, update, or change the Site and Platform, including eliminating or discontinuing any content or feature of the Site or Platform; or
- c. impose fees, charges or other conditions for use of the Platform or parts thereof (with reasonable notice) (all of the foregoing referred to as “**Changes**”).

2.2. We may make such Changes at any time without prior notice (except as noted in subsection (c) above). Any Changes to these Terms may be posted on the Company’s website or notified to you through push notifications through the App or an email to the email address in your Affiliate Account. For this reason, you should check our website regularly, allow the App to receive such push notifications, and keep your email address and other contact information up to date in the Affiliate Account. You accept any Changes if you continue to use the Site and Platform after such Changes are effected.

3. Digital Platform Terms

3.1. The App may be available for download from one or more Digital Platforms. Your download, installation, access to or use of the App is also bound by the terms and conditions and privacy policies of the applicable Digital Platform (“**Digital Platform Terms**”). If there is any conflict between these Terms and the Digital Platform Terms, then these Terms will prevail.

3.2. The App is independent of and is not associated, affiliated, sponsored, endorsed or in any way linked to any Digital Platform. The Affiliate and the Company acknowledge that these Terms are entered into between the Affiliate and the Company only, and not with any Digital Platform, and the Company, not the Digital Platform, are solely responsible for the App and the content thereof to the extent specified in these Terms.

3.3. The Affiliate and the Company acknowledge and agree that the relevant Digital Platform, and that Digital Platform’s subsidiaries, are third-party beneficiaries of these Terms, and that, upon your acceptance of these Terms, that Digital Platform will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.

4. Device and Carrier Requirements

4.1. You acknowledge that your agreement with your Internet network provider (the **“Network Provider”**) will apply to your use of the Site. You acknowledge that you may be charged by your Network Provider for data services while using certain features of the Site or any other third-party charges as may arise and you accept sole responsibility for such charges. If you are not the bill payer for the mobile device or laptop or other electronic devices being used to access the Site, you will be assumed to have received permission from the bill payer for using the Site. You must also ensure that your use of the Site is not in violation of your mobile/Internet device agreement or any wireless data service agreement.

5. Eligibility and Registration

5.1. You must be at least 18 years of age to access and use the Site and Platform and to be an Affiliate. You further affirm that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms. You must register with the Company to be an Affiliate; you agree to provide complete and accurate information when registering to use the Site and the Platform, and to keep that information updated.

5.2. The Company has the sole discretion to accept or reject your application for the Affiliate Program. Only Users whose registration are approved by the Company will become Affiliates under the Affiliate Program.

6. Intellectual Property

6.1. All title, ownership rights and intellectual property rights in or relating to the Site and Platform, any information transmitted by, to or over the Platform and information regarding use of the Platform will remain with the Company. Nothing on the Platform will be construed as conferring on you any license, save as expressly set out herein, of any of the Company’s or any third party’s title, ownership rights and/or intellectual property rights, whether by estoppel, implication or otherwise.

6.2. The Platform and the Site may provide you access to content, information, quote, videos, photos or other materials (the **“Third-Party Content”**) supplied by certain third parties (the **“Third-Party Content Providers”**). The Company does not endorse or recommend, and is not responsible for verifying the accuracy, validity or completeness of any Third-Party Content provided through the Site or Platform. Your use or reliance on such Third-Party Content is at your sole risk. All title, ownership rights and intellectual property rights in or relating to the Third-Party Content will remain with the applicable Third-Party Content Provider.

Nothing on the Platform will be construed as conferring on you any license, save as expressly set out herein, of any Third-Party Content Provider's title, ownership rights and/or intellectual property rights, whether by estoppel, implication or otherwise.

6.3. Provided you are in compliance with these Terms, you can download and/or access the Site and access the Platform using properly issued Affiliate Credentials. All other rights in the Site are reserved by the Company. In the event of your breach of these Terms, we will be entitled to terminate your use and access to the Site and Platform immediately.

6.4. You agree not to:

- a. modify, adapt, reproduce, translate or create derivative works of the Site or Platform, or any data or content (including Third-Party Content) provided through the Site or Platform, or any portion thereof, or attempt to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Site or Platform;
- b. remove any copyright notice, trademark, legend, logo or product identification from the Site or Platform;
- c. misrepresent the other sites as the Company's Site by co-opting the visual "look and feel" of or text from the Company's Site or otherwise violate the Company's intellectual property rights, including, without limitation, "scraping" text or images from the Company's Site or the Company managed banners and/or text links, search marketing or all other online and offline campaigns;
- d. edit, modify, filter, truncate or change the order of the information contained in any part of the Company's Sites, or remove, obscure, or minimize any part of the Company's Site in any way without authorization of the Company,
- e. frame, minimize, mirror, remove, or otherwise inhibit the full and complete display of any web page accessed by a Client after clicking on any part of the Company's Site, the Platform or the Affiliate Link; or
- f. make any commercial use of the Site or Platform or the Company's logo, trademark or brand name in any way other than for the sole purpose of soliciting potential Clients on a Third Party Platform according to these Terms.

6.5. You authorize the Company to use any information or content provided by you or processed in connection with the use of the Site and Platform (e.g., Personal Information, geographic information, device information) in the context and for the purpose of providing services on the Platform and the secure use of the Site.

7. Affiliate Accounts; Promotions

7.1. All Affiliates must establish an Affiliate Account with the Company, through which you could track the number of clicks on your Affiliate Links, trading volume of your Clients, pending Commissions and other information.

7.2. You should use diligent efforts to promote and market the Company's platform on Third Party Platforms. Users who registered with the Company's Platform via the Affiliate Link or Affiliate Code provided by you shall be deemed as your "**Clients**" for the purpose of calculating Commissions.

7.3. You shall not register as an Affiliate to generate Commission for a self-trading account or through the use of multiple accounts controlled by you. The Company reserves the right to make any adjustment and/or remove the generated Commission or terminate your Affiliate Account in the event of a violation of this Section 7.3, such determination to be at the Company's sole discretion.

7.4. Commissions are intended to reflect genuine referral activity. To maintain program integrity, you shall not engage in generating Commissions predominantly from a single individual, entity or otherwise closely associated party. If more than eighty (80%) of your Commissions result from activity attributable to one single Client or source, such Commissions may be deemed ineligible and subject to adjustment, withholding, reversal or forfeiture at the Company's sole discretion.

7.5. The Company may, at its sole discretion, accept or decline any Client introduced by you and has the right to terminate the business relationship with any Client, at any time. All data relating to the Clients that open an account with the Company will remain as the Company's sole and exclusive property and the Affiliate has no right to such information.

7.6. Subject to the terms and conditions of these Terms and in accordance with the terms and conditions hereof, you agree and undertake that all referral activities carried out must be professional, proper, and lawful under applicable rules or laws.

7.7. A User who registers an account with Bybit on or after 1 September 2025 will be deemed an "**Inactive User**" if they do not generate at least one United States Dollar (US\$1) or such equivalent value in trading volume over any consecutive one hundred and eighty (180) calendar days after their registration date. Inactive Users may be reactivated through any Channel.

(a) If an Inactive User resumes trading activity after accessing the Platform via your Affiliate Link, you will be credited as the referring Affiliate and will be eligible to receive Commissions based on their renewed trading activity.

(b) If an Inactive User originally referred by you is subsequently reactivated through another Channel, including but not limited to another Affiliate, the reactivating Channel will be credited for all future Commissions related to that User.

(c) Reclaim Feature: Notwithstanding Clause 7.6(b) above, if an Inactive User is reactivated through the Company's direct channels, you may reclaim the User if they log in to their Bybit Account Dashboard and manually enter your Affiliate Code within one hundred and eighty (180) calendar days from the date of reactivation. The User will then be re-associated with your Affiliate Account and you will regain eligibility for future Commissions from that User.

(d) You are encouraged to maintain active engagement with your referred users to minimize the risk of reassignment and optimize your Commission potential. The Company reserves the right to modify or terminate the Inactive User policy or the Reclaim Feature at any time at its sole discretion.

7.8. To remain eligible for Commissions, Affiliates must demonstrate ongoing referral activity. Where an Affiliate generates Commissions exceeding ten thousand United States Dollars (USD10,000) in a calendar month but refers fewer than five (5) effective First-Time Depositors ("**eFTDs**") during the same period, the Company reserves the right, at its sole discretion, to:

(a) reduce the Affiliate's Commission rate, including to zero percent (0%); and/or

(b) suspend or terminate the Affiliate's participation in the Affiliate Program.

The Company may amend performance requirements or thresholds from time to time, and continued participation in the Affiliate Program constitutes acceptance of such amendments.

8. Sub-Affiliate

8.1. If any of your direct Clients becomes an Affiliate in the Affiliate Program (a "**Client Affiliate**") who refers new Clients to the Platform, then such Client Affiliate will be deemed as a Sub-Affiliate of you, except when such Client Affiliate declares to become a Sub-

Affiliate of another Affiliate (in which case, for the avoidance of doubt, such Client Affiliate remains your Client but will be treated a Sub-Affiliate of the declared Affiliate for the purpose of calculating their respective Affiliate's Commissions) subject to the Company's approval. In the case of any conflicting claims as to Sub-Affiliates, the Company reserves the right to determine the matter at its sole discretion and the Affiliate hereby agrees and accepts that the Company's determination shall be final and conclusive with no liability to any party involved.

9. Commission and Fees

9.1. The Company shall pay you the Commissions for your referral services. Unless as otherwise agreed in writing between you and the Company, the Commissions are calculated by the Company at its sole discretion, taking into account the fees paid by your Clients and the commission ratio applicable to you (the "**Applicable Commission Ratio**"), after deducting the trading fee discount offered by the Company to a certain group of customers, any fees paid by the Company to third party market makers or Other Fees. The Applicable Commission Ratio can be viewed at all times on the Affiliate Program page. The Applicable Commission Ratio will be adjusted based on the number of new Clients you bring in and the total trading volume generated by such new Clients during a certain period of time. Unless as otherwise agreed in writing between you and the Company, you will be downgraded to a lower level of Applicable Commission Ratio if you fail to bring in a minimum number of Clients which, on an aggregate basis, generate a certain trading volume (as determined by the Company from time to time), during the relevant period of time. Subject to the preceding sentences, the Applicable Commission Ratio will increase as the total fees collected from the referred Clients increase. An upgrade or downgrade to the next tier of the commission plan will not lead to retroactive payments or deductions. An Affiliate is also entitled to ten percent (10%) of the Commissions paid to any of its Sub-Affiliates subject to any of Bybit's prevailing internal policies and rules. For the purpose of this Section 9.1, "Other Fees" include the fees incurred by the Client due to use of third-party trading tools, bonuses received by the Client or other costs incurred by the Client during actual trading.

9.2. Unless notified by you according to Section 9.3 below, the Company's tracking report of the trading activities of your Clients and the Clients of your Sub-Affiliates and the calculation of the Commission shall be final and conclusive.

9.3. Should you discover any discrepancy between your own record and the Company's tracking report, you must notify the Company in writing of such discrepancy within ten (10) working days from the date of receipt of the Company's tracking report and provide

sufficient detail of such discrepancy. If you fail to notify the Company in writing within ten (10) working days, then the Company's report shall be final and conclusive and you are deemed to have waived all rights to contest the report in any way.

9.4. For any discrepancy up to ten percent (10%), the Company and the Affiliate shall work together in good faith to resolve such dispute in a prompt and mutually acceptable manner as soon as practicable. In the event of any discrepancy of more than ten percent (10%), the Affiliate hereby agrees and accepts that the Company's tracking report shall prevail and shall be final and conclusive. You hereby waive any right to challenge the Company's tracking report in any way and shall accept the calculation of the Commissions on the basis of such tracking report and shall not make any claim for any additional sum based on your own tracking.

9.5. Payment of the Commissions

- a. For USDT, USDC, BTC, and ETH: Payment of the Commissions will be made in the type of cryptocurrency based on the referral trade made by your Clients. If your Clients make the trade in BTC, we will pay out the Commissions in BTC. If your Clients make the trades in ETH, we will pay out the Commissions in ETH, and so on for every respective aforementioned cryptocurrency.
- b. For all the other cryptocurrencies other than USDT, USDC, BTC, and ETH: Payment of the Commissions will be made in USDT.

All payments will be credited to your Affiliate Account. At the Company's sole discretion, and as deemed appropriate, the Company may accommodate other methods of payment or currency.

9.6. The Company is under no obligation whatsoever to pay any Commissions to anyone who does not strictly follow these Terms or the incorporated [Service Agreement](#) as amended, where applicable. It is your sole and absolute duty to follow precisely these Terms and the incorporated [Service Agreement](#), where applicable at all times. In the event of any dispute, or complaint from any of your Clients, the Company has the right to hold back any Commissions due to you until such issues are resolved.

9.7. In the event that the Company has identified any abuse or irregularity in the trading activity of any Client introduced by you, the Company reserves all rights including, but not limited to, immediately suspending or terminating your Affiliate Account, at the Company's sole discretion.

9.8. In the event of any activity in your Affiliate Account or any other account which appears to be controlled or managed by you or any activity of your Clients being deemed

suspicious or potentially in breach of any provision of these Terms, as determined by the Company in its sole discretion, the Company may withhold payment of the Commission(s) until it verifies the relevant transactions. If the Company determines, at its sole discretion, that the activity constitutes fraud traffic or breach of applicable law (including without limitation to any anti-money laundering regulations) or breach of any agreement between the Company and the Affiliate or the Client, as the case may be, the Company is entitled to terminate these Terms and/or to cancel, recalculate or withhold your Commissions accordingly and to recall any Commissions that have already been paid out to you.

9.9. In respect of any Commissions due to be recalled pursuant to Section 9.8 above, the Company is hereby authorized at any time and from time to time to set off and apply any and all the Commissions subsequently accrued and other indebtedness at any time owing by the Company to or for the credit of the account of the Affiliate (including without limitation to any funds in the Affiliate's trading account with the Company, if any) against such Affiliate's Commissions due to be recalled, irrespective of whether or not the Company shall have made any demand to recall the same or taken any other steps or measures to enforce its right. For the purpose of this Section 9.9, the Affiliate's trading account with the Company shall mean any account with the Company that is (i) opened by or on behalf of the Affiliate; or (ii) controlled or managed by the Affiliate; or (iii) under common control or management with the Affiliate.

10. Affiliate Access Obligations

10.1. The Company will issue a set of unique Affiliate Credentials to each Affiliate that is registered to use the Site as an Affiliate. Such Affiliate Credentials only allow you to access the Affiliate Account. Each Affiliate shall promptly provide acknowledgment of receipt of such Affiliate Credentials to the Company. You may be issued a separate set of user credentials if you create a trading account.

10.2. Each Affiliate acknowledges that each set of Affiliate Credentials is non-transferable and shall only be used by the Affiliate to whom it is issued. Such Affiliate Credentials shall not be disclosed to or transfer to any third person without written permission of the Company.

10.3 You shall:

- a. keep your Affiliate Credentials strictly confidential and not share them with any other person for any purpose including, but not limited to, initiating or executing any transaction involving the Affiliate Account. Further, you shall not disclose your

Affiliate Credentials in a recognizable way to third parties on any device (for example, by writing down or recording the Affiliate Credentials without disguising them);

- b. take all reasonable efforts to secure all records relating to your Affiliate Credentials, including, but not limited to, keeping such records in a secure or physical location accessible or known only to you and keeping such records in a place where the records are unlikely to be accessed by a third party;
- c. take all reasonable measures to follow security instructions provided by the Company and otherwise protect the security, prevent tampering or use by any other person of the Affiliate Credentials, the Site or Platform, including those security measures prescribed in our [Privacy Policy](#);
- d. notify the Company immediately through any channel prescribed by the Company in the event:
 - i. of loss of your Affiliate Credentials;
 - ii. of your Affiliate Credentials having been disclosed to third parties or otherwise compromised; and
 - iii. that you reasonably suspect any unauthorized use of your Affiliate Credentials;
- e. create strong passwords (for example, using a mixture of letters, numbers and special characters, and not using easily accessible personal information) and strong PINs (for example, by not using numbers that are consecutive or basing the PIN on the Affiliate's contract ID, birth date, telephone number, identification number, or any other easily accessible personal information).

10.4. Where the Platform is accessed by correct entry of Affiliate Credentials or through the Site, the relevant Affiliate shall be deemed to have accessed the Platform. You shall be responsible and liable for all actions through such access by an Authorized Individual authorized to access the Platform on your behalf. The Company shall not be obliged in any manner to investigate or take any other step to verify the identity of any Affiliate or Authorized Individual. Upon receipt of notification under Section 9.3(d), the Company shall disable the relevant Affiliate Credentials and block access to the Platform or the Site as soon as reasonably practicable.

10.5. Each Affiliate shall secure all of their devices or systems used to access the Platform (for example, the App), including, without limitation, installing and regularly updating browsers, security patches, antivirus, anti-malware and other relevant software in the devices or systems. Each Affiliate shall also comply with all instructions, procedures and directions relating to the Platform or the Site and Affiliate Credentials as notified by the

Company from time to time, including, but not limited to, the risk management and other measures notified at the Platform login page.

11. Prohibited Uses

11.1. You shall not use the Site or Platform in any way, provide any information or content relating to the Company on the Site or any Third Party Platform, engage in any conduct in relation to the Company, the Site or the Platform, that:

- a. is unlawful, illegal or unauthorized or advocates, promotes or assists any violence or any unlawful act;
- b. is defamatory of any other person;
- c. is obscene, sexually explicit or offensive;
- d. advertises or promotes any other product or business;
- e. is likely to harass, upset, embarrass, alarm or annoy any other person, or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- f. is likely to disrupt the Platform in any way; infringes any copyright, trademark, trade secret, or other proprietary right of any other person;
- g. restricts or inhibits any other person from using the Platform, including, without limitation, by means of “hacking” or defacing any portion of the Platform;
- h. redirect any User away from the Company’s Site;
- i. disables, damages or alters the functioning or appearance of the Platform;
- j. directly or indirectly accesses, launches, and/or activates access to the online services offered by the Company through or from, or otherwise incorporate access to the online services offered by the Company or referrals in, any software application, website, or other means other than the Affiliate Link, or otherwise expressly permitted by these Terms;
- k. “crawls”, “spiders”, indexes or in any non-transitory manner stores or caches information obtained from or pertaining to any User including the Clients of the Affiliate;
- l. downloads, retrieves, indexes, “data mines”, “scrapes”, “harvests”, including through any robot, spider, site search/retrieval application, or other manual, automatic device or process, information on the Platform or the Users;
- m. sends unsolicited or unauthorized advertisements, spam, or chain letter to anyone regarding the Company or the Platform;
- n. transmits any content which contains software viruses, or other harmful computer code, files or programs; or
- o. is otherwise considered offensive or inappropriate, at the Company’s sole discretion.

11.2. You understand and agree that the information and services provided by the Platform are not provided to, and may not be used by or for the benefit of, any individual or entity institution in any jurisdiction where the provision or use thereof would be contrary to any applicable law, or where we are not authorized to provide such Platform or information and services. We also do not offer services or products to Users in a few excluded jurisdictions including the United States, Hong Kong, Singapore, China, Canada, France, the United Kingdom, North Korea, Cuba, Iran, Uzbekistan, Russian-controlled regions of Ukraine (currently including the Crimea, Donetsk, and Luhansk regions), Sevastopol, Sudan, Syria, or any other jurisdictions in which we may determine from time to time to terminate the services at our sole discretion (the “**Excluded Jurisdictions**”). You should inform us immediately if you become a resident in any of the Excluded Jurisdictions or are aware of any Clients based in any of the Excluded Jurisdictions. You understand and acknowledge that if it is determined that you have given false representations of your location or place of residence, the Company reserves the right to take any appropriate actions with in compliance with this restriction or in compliance with the law of a relevant to the local jurisdiction, including termination of any Account immediately and liquidating any open positions. We also do not offer services to persons or entities on the U.S. Treasury Department’s List of Specially Designated Nationals or Blocked Persons, the EU’s Consolidated Financial Sanctions List or the U.K. Sanctions List, or other lists that we may add from time to time in our sole discretion, or any entity that is owned or controlled (fifty percent (50%) or greater) by a person or entity on such lists (hereinafter “**Prohibited Parties**”), or offer services that involve or otherwise benefit Prohibited Parties. You understand that the Company reserves the right to take any appropriate actions in compliance with this restriction or in compliance with the law of a relevant jurisdiction, including termination of any Account immediately and liquidating any open positions.

11.3. We do not conduct affiliate activities in France, Belgium and Hong Kong. Affiliate activities are not open to users from Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Iceland, Liechtenstein and Norway.

11.4. You shall not engage in any form of paid advertising, sponsored promotion, search engine marketing, display advertising, programmatic advertising, media buying, or other paid traffic acquisition activities that directly or indirectly redirect Users to the Company's Site, Platform, or any related domains operated by the Company, including without limitation advertisements placed through Google (including Search, Display and YouTube), Facebook, Instagram, LinkedIn, Reddit, ad networks, native advertising platforms, or

similar paid media channels. You shall not bid on, purchase, or otherwise use the Company's name, trademarks, brand terms, or any variations or misspellings thereof in connection with paid advertising, nor create or publish any content or materials that imply you are acting on behalf of, affiliated with, or officially representing the Company without the Company's prior written consent. All promotional activities must be based on independently created original content that provides genuine informational or educational value to prospective Clients. Traffic arbitrage, redirection schemes, or promotional activities conducted without substantive original content are strictly prohibited. The Company reserves the right, at its sole discretion, to suspend or terminate your Affiliate Account, and/or withhold, adjust, cancel, or claw back any Commissions arising from any breach of this Clause.

11.5. We reserve the right, but do not have the obligation, at our sole discretion to edit, delete, remove or block any information that violates these Terms.

12. Security

12.1. We may use authentication or verification technologies, services or measures as we deem desirable or appropriate. Such measures may include multi-factor authentication or use of Biometric Information to access the Site and the Platform. There can be no assurance that such authentication technologies, services or measures will be completely secure, adequate or successful to prevent unauthorized access to or use of the Platform or your Affiliate Account, or hacking or identity theft.

12.2. We may offer access to the Site and the Platform using a mobile device by using Biometric Authentication. You acknowledge that by enabling Biometric Authentication for the Platform, unauthorized third parties can gain access to the Platform without entering Affiliate Credentials and query banking information. You acknowledge and accept the risks and obligations associated with using the Platform in conjunction with Biometric Authentication, and, in particular, also the risk of third parties querying your Affiliate Account information. By choosing to use Biometric Authentication on your mobile device, you consent to the collection and use of such Biometric Information to provide access to the Site and the Platform in accordance with these Terms and the [Privacy Policy](#). You further are relying on the functionality provided by the hardware and the operating system on the mobile device. We shall not be liable for any malfunction, error, inaccuracy or unauthorized access to your Biometric Information.

12.3. While we employ reasonable security measures to protect the security and confidentiality of the Platform and your Personal Information in accordance with applicable law, we cannot guarantee the security of all transmissions or any network or system on which your Personal Information or account or transaction information is stored or processed. To the extent required by law, we will notify you of an unauthorized access, use, or disclosure of your Personal Information of which we become aware. In the event you receive such notice, you are responsible for following the instructions set forth in the notice, including immediately changing your Affiliate Credentials and other steps to prevent unauthorized access to your account or Personal Information.

13. Authorized Individuals

13.1. You and your Authorized Individual acknowledge that you have received and accepted these Terms. When applying for any Authorized Individual to receive access to the Platform and an Affiliate Account on your behalf, you acknowledge and represent that the Authorized Individual is duly authorized to (i) access and use the Platform on your behalf and, if applicable, to exercise the same powers conferred by you upon the Authorized Individual in accordance with any underlying power of attorney to the same extent as is technically feasible and that services offered under the Platform or the Affiliate Program are analogous to services that you may utilize through other channels; (ii) accept any Changes to these Terms on your behalf; and (iii) apply or subscribe to any of the Platform services that require separate application or subscription.

13.2. You shall procure that your Authorized Individual acting on your behalf is informed of and agrees to and complies with these Terms. You shall be fully liable for all acts or omissions or non-compliance of your designated Authorized Individual in the access and use of the Platform and any transactions conducted through your Affiliate Account.

13.3. You fully indemnify the Company and its subsidiaries and affiliates, officer, directors, employees, agents and representatives against any liabilities, costs, claims, losses, expenses (including but not limited to legal fees) and damages arising out of or relating to (i) a breach of these Terms by your Authorized Individual ; and (ii) any claim or action by your Authorized Individual against the Company.

13.4. You represent, undertake and confirm that you have procured the consent of your Authorized Individuals to the collection, use, transfer, disclosure and processing of the Personal Information of such Authorized Individuals in accordance with these Terms and the [Privacy Policy](#).

14. Other Covenants

14.1. By choosing to use the Platform and becoming an Affiliate, you acknowledge that you are obliged to inform the referred Clients of any Commission received as well as any additional commissions involved with regards to the service provided under these Terms where necessary.

14.2. The Affiliate shall not do, or encourage any third party to do, any of the following, directly or indirectly:

- a. provide trading advice tailored to the specific circumstances of any of its subscribers, followers, viewers or any other person that accesses their referral services;
- b. make posts that are fraudulent, deceptive, or that contain any information that could be conceived as market manipulation or attempted market manipulation;
- c. in any way impersonate as the Company to provide any investment advice on behalf of the Company to the referred Clients;
- d. create a new Affiliate Account to enroll in the Affiliate Program after the Company has terminated on these Terms with the Affiliate as a result of the Affiliate's breach of these Terms; or
- e. act in any way that violates any various policies posted on the Platform or the Affiliate Program, as may be revised from time to time, or included in any other agreement between the Affiliate and the Company (including, without limitation in these Terms).

14.3. Except as expressly otherwise provided for in these Terms, and only if and to the extent provided herein, the Affiliate is prohibited from sending mass unsolicited emails (i.e., spamming, desktop scrapes) to promote the Company, the Company's Site, the Affiliate Program and/or the online services offered by the Company.

14.4. You must provide true and complete information to the Company at all times; including but not limited to, contact information, the nature of the Affiliate's activities carried out for the purposes of introducing, explaining and/or promoting the services offered by the Company to prospective Clients, and any other information that the Company may request from time to time.

14.5. Nothing contained in these Terms shall be construed as creating any agency, partnership, employment of any type or other form of joint enterprise between you and the

Company. You shall not represent to the contrary, either expressly, implicitly, by appearance, or otherwise.

14.6. You acknowledge and agree that you are responsible for the payment of all relevant duties and/or charges and/or taxes arising from the course of your business.

14.7. The Company will not be liable or responsible for any marketing or promotions that may be initiated by you for the needs of your own business purposes and for the provision of the referral services under these Terms and for any costs or charges for such activity. The costs will be met solely by you.

15. Service and Other Notifications

15.1. The use of Service Notifications involves communications through unsecured communications networks. You shall provide us with complete and accurate email address(es) or phone number(s) to allow us to send Service Notifications to you. Where you have provided multiple email address(es) and phone number(s) to us, you shall specify your preferred contact details for receiving Service Notifications. Where your account is a joint account, you shall inform us whether Service Notifications should be sent to a specific account holder or to all of them.

15.2. You agree to accept notifications regarding the App, Platform, the Affiliate Account and these Terms through Service Notifications. You agree that such Service Notifications shall constitute effective notice in lieu of written, mailed or other forms of notice required by applicable law.

15.3. It is your sole responsibility to monitor the applicable email account or phone number without further reminders or repeat notifications from the Company. You shall immediately report any unauthorized use or access of the Platform to the Company.

15.4. You release the Company from any liability for losses or damages resulting from the use of the Service Notifications, to the extent permitted by law. We provide no warranty and accepts no liability that the information provided through Service Notifications is up-to-date, correct or complete.

16. Personal Information

16.1 As part of the Platform, Personal Information of the User may be collected, used, transferred, disclosed or otherwise processed by the Company in accordance with the [Privacy Policy](#). You should read the [Privacy Policy](#) carefully before registering for and using the App and Platform. You consent to the collection, use and disclosure of your Personal Information in accordance with these Terms and the Privacy Policy, including without limitation, disclosure to our affiliates or third parties for purposes of providing services and conducting transactions in regards to the Affiliate Account.

17. Disclaimer and Risks of Use of Platform

17.1. The Platform and the Site, including all content (including Third-Party Content), features and any related services are provided on an “As Is” and “As Available” basis at your sole risk and without any representations or warranties. We do not guarantee that all or any part of the Platform or the Site will be available or accessible by you at all times.

17.2. The use of the Platform, due to the download, installation or use of the App or the Site and the associated reference points with third parties (for example, distribution platform providers, network providers, device manufacturers) involves risks, in particular:

- a. disclosure of your Personal Information or other information to third parties;
- b. system outages, security-related restrictions and unauthorized removal of use restrictions on the end device, and other disturbances which may make use impossible; and
- c. misuse due to manipulation by malware or unauthorized use, including in the event the User’s device used to access the Site or the Platform is lost or stolen.

You are aware of and assume these risks in connection with the Site and Platform.

17.3. We are entitled to block or disable the use of the Platform on end devices if the security features devised by the operating system or manufacturer of such device on which the Site is installed or accessed have been modified at any time (for example, a device that has been “jailbroken”). Accordingly, we do not guarantee the functioning and operation of the Site on end devices which have been modified in this way or on older end devices that no longer meet the technical requirements for the use of the Site or access to the Platform.

17.4. ALL WARRANTIES, CONDITIONS OR TERMS (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) INCLUDING WITHOUT LIMITATION RELATING TO QUALITY, MERCHANTABILITY, FITNESS FOR PURPOSE, OR UNINTERRUPTED, ERROR-FREE ACCESS ARE EXPRESSLY EXCLUDED FOR THE SITE AND PLATFORM TO THE FULLEST EXTENT PERMITTED BY LAW.

17.5. We may, at our sole discretion:

- a. suspend or terminate part or all of the Platform at any time; or
- b. suspend, block or terminate access to any User at any time.

17.6. We will not be liable to you, your Authorized Individuals and/or any third party for loss or damage suffered due to delay, transmission errors, technical faults or defects, breakdowns and illegal intrusion or intervention in the information provided and services offered, or any failures or delays in completing any transactions using the Affiliate Accounts. Similarly, we will not be liable for any loss or damage suffered due to delays, technical faults or interruptions in the availability of the Site, the Platform, the Affiliate Account or your trading account (including maintenance work required by our systems).

17.7. No representation or warranty, express or implied, can be given as to the accuracy or completeness of the information provided in the Platform.

17.8. You acknowledge and accept the risks that may arise from Internet transactions conducted via open systems accessible to anyone and acknowledge that despite the encryption of data, the connection from your personal computer or electronic mobile device to the Platform over the Internet may be observable. We may also use servers and other computer hardware situated in any jurisdiction worldwide for the provision of any portion of the Platform.

17.9. We exclude any and all liability for loss or damage caused by transmission errors, technical faults, breakdowns, business interruptions or illegal interventions into transmission networks, IT systems/computers of you or of any third party (including systems in the public domain).

18. Release

18.1 To the maximum extent permitted by applicable law, you hereby discharge, acquit, and otherwise release us, our parent company, affiliates and subsidiaries and each of their respective officers, directors, shareholders, members, partners, attorneys, employees, independent contractors, telecommunication providers, and agents (collectively, the “**Indemnified Parties**”), from any and all allegations, counts, charges, debts, causes of action, claims and losses, relating in any way to the use of, or activities relating to the use of the Site, the Platform, the Affiliate Account and any services or Third-Party Content provided through the Site, the Platform, the Affiliate Account or the trading Account, including, but

not limited to, claims relating to the following: negligence, gross negligence, intentional interference with contract or advantageous business relationship, defamation, privacy, publicity, misrepresentation, false identities, fraudulent acts by others, invasion of privacy, release of Personal Information, failed transactions, purchases or functionality of the Platform or the Affiliate Program, unavailability of the Site, the Platform, Third-Party Content or the Affiliate Account or trading account, their functions and any other technical failure that may result in inaccessibility to the Site, the Platform, Third-Party Content or the Affiliate Account or trading account, or any claim based on vicarious liability for torts committed by you encountered or transacted with through the Site, the Platform, Third-Party Content and the Affiliate Account or trading account, including, but not limited to, fraud, computer hacking, theft or misuse of Personal Information, assault, battery, stalking, rape, cheating, perjury, manslaughter, or murder. The above list is intended to be illustrative only, and not exhaustive of the types or categories of claims released by us. This release is intended by the parties to be interpreted broadly in favor of us, and thus any ambiguity shall be interpreted in a manner providing release of the broadest claims. This release is intended to be a full release of claims, and the parties acknowledge the legally binding nature of this provision, and the nature of the rights given up in connection therewith.

19. Indemnification and Limitation of Liability

19.1. To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless the Indemnified Parties, from and against any and all claims (including third-party claims), actions, loss, liabilities, expenses, costs, or demands, including, without limitation, legal and accounting fees, directly or indirectly, resulting from or by reason of (i) your (or if you are under another person's authority, including, without limitation, Governmental Authorities, such other person's) use, misuse, or inability to use the Site, the Platform, the Affiliate Account or trading account, or any of the content, including Third-Party Content contained therein or any content or information that you provided to the Platform; or (ii) your breach of these Terms, including those documents that are expressly incorporated into these Terms by reference and form a part of these Terms.

19.2. We shall notify you by email, mail, or other appropriate means, of any such claim or suit, and reasonably cooperate (at your expense) in the defense of such claim or suit. We reserve the right to participate in the defense of such claim or choose our own legal counsel, but are not obligated to do so.

19.3. *Limitation of Liability.* UNDER NO CIRCUMSTANCES AND UNDER NO THEORY OF LAW (TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE), SHALL

WE OR ANY OF THE INDEMNITEES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES ARISING FROM THE USE OR MISUSE OF, OR INABILITY TO USE, THE PLATFORM, THE SITE, THIRD-PARTY CONTENT OR THE TRADING OR AFFILIATE ACCOUNT, REGARDLESS OF WHETHER SUCH DAMAGES ARE DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, INCLUDING DAMAGES FOR TRADING LOSSES, LOSS OF INFORMATION, BUSINESS INTERRUPTION OR LOST PROFITS, LOST SAVINGS, OR LOSS OF DATA, OR LIABILITIES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY MANNER TO THE SITE, THE PLATFORM, THIRD-PARTY CONTENT OR THE TRADING OR AFFILIATE ACCOUNT OR FOR ANY CLAIM OR DEMAND BY ANY THIRD PARTY, EVEN IF WE KNEW OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES, CLAIM OR DEMAND IF THE FOREGOING DISCLAIMER AND WAIVER OF LIABILITY SHOULD BE DEEMED INVALID OR INEFFECTIVE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES AND/OR LIABILITIES, SO CERTAIN OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

19.4. *Maximum Liability.* IN NO EVENT SHALL OUR LIABILITY, REGARDLESS OF THE FORM OF ACTION AND DAMAGES SUFFERED BY YOU, EXCEED THE HIGHEST AGGREGATE FEES PAID BY YOU TO US IN CONNECTION WITH THE PLATFORM, OR THE SITE, OR FIVE THOUSAND SINGAPORE DOLLARS (S\$5,000), WHICHEVER IS GREATER.

19.5. *Force Majeure.* We will not be liable for our failure to perform any obligations under these Terms due to events beyond our control, and the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond our control include, but are not limited to, acts of God, war, riot, arson, embargoes, civil commotion, strikes, labor disputes, equipment failures, bank failures, virtual currency market collapse or fluctuations, credit or debit card transaction processing failures, strikes, fire, flood, earthquake, hurricanes, tropical storms or other natural disaster or casualty, shortages of labor or material, shortage of transportation, facilities, fuel, energy, government regulation or restriction, acts of civil or military authority or terrorism, fiber cuts, weather conditions, breaches or failures to perform by third parties, technical problems, including hardware and software crashes and other malfunctions, failure of the telecommunications or information services infrastructure, hacking, SPAM or failure of any computer, server or software disruptions on account of or caused by vandalism, theft, phone

service outages, power outage, Internet disruptions, viruses, and mechanical, power or communications failures.

20. Suspension or Termination In Whole or In Part

20.1. Access to the Platform may be terminated in whole or in part at any time either by the Affiliate or by us in accordance with these Terms. In the event that the Company has identified any abuse or irregularity in the trading activity of any Client introduced by the Affiliate, the Company reserves all rights including, but not limited to, immediately suspending or terminating the trading account of such Client or your Affiliate Account, at the Company's sole discretion.

20.2. In the event of a violation or breach of these Terms, the Company may pursue, at the Company's sole discretion, any and all applicable legal and equitable remedies against you, including an immediate suspension of the Affiliate Account and/or the immediate termination of these Terms, without prior notice being required, and/or the pursuit of all available civil or criminal remedies. Your access to the Platform will be automatically terminated upon termination of your Affiliate Account.

20.3. The Company may terminate these Terms forthwith, upon written notice to the Affiliate, if:

- a. it becomes unlawful for the Company and/or the Affiliate to perform or comply with any one or more of their obligations under these Terms; or
- b. the Affiliate ceases, in the Company's reasonable opinion, to be fit and proper to introduce/provide the services to the Company;
- c. if the Affiliate no longer holds the necessary authorization or consent to perform the obligations under these Terms, or
- d. if it is prevented for any reason from carrying out the activities and/or obligations herein.

20.4. Sections 1, 2, 3, 6, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, 22 and 23 and any claims for breach of these Terms shall survive the termination of these Terms.

20.5. Upon termination of these Terms, the Affiliate is obliged to return to the Company any Company's materials used for referral purposes. In the case where the Affiliate maintains a website and is using any Company's materials including the Company's logo or brand name, it is obliged to immediately withdraw such materials upon termination of these Terms.

20.6. If these Terms are terminated pursuant to Section 20.1 or 20.3, the Company shall pay the Affiliate any earned Commissions that is due and payable to the Affiliate at the time of termination, within sixty (60) days after the end of the calendar month in which such termination occurs. The Affiliate will not be entitled to any Commission occurring after the date of such termination. If these Terms are terminated pursuant to Section 20.2, the Company will not be obligated to pay any Commissions otherwise owed to the Affiliate on termination of these Terms.

20.7. If the Company continues to permit activity (generation of revenue) from the Clients referred by the Affiliate after termination of these Terms, this does not constitute a continuation or renewal of these Terms or a waiver of termination of these Terms.

21. Records Conclusive

21.1. Our records in relation to the Platform will be final and conclusive and be binding on each User for all purposes. Each User agrees that such records are admissible in evidence and further undertakes to waive any rights to challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were produced by or were the output of a computer system or are set out in electronic form.

22. General

22.1. These Terms, including the Privacy Policy and other policies incorporated herein, constitute the entire and only agreement between you and the Company with respect to the subject matter of these Terms, and supersede any and all prior or contemporaneous agreements, representations, warranties and understandings, written or oral, with respect to the subject matter of these Terms. If any provision of these Terms is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms may not be changed, waived or modified except by the Company as provided herein. Neither these Terms nor any right, obligation or remedy hereunder is assignable, transferable, delegable or sublicensable by you except with our prior written consent, and any attempted assignment, transfer, delegation or sublicense shall be null and void. No waiver by any party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in these Terms is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

23. Governing Law and Dispute Resolution

23.1. These Terms shall be governed by the laws of Singapore.

23.2. Any dispute arising out of or in connection with these Terms or the Platform, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English. The seat of the arbitration shall be Singapore. Any award is final and may be enforced in any court of competent jurisdiction. The parties shall duly and punctually perform their obligations hereunder pending issuance of the arbitral award.

24. Contacting Us

You may contact the Company regarding these Terms, the Site or the Platform via [this form](#).