



Affiliate Agreement

1. General conditions

- This Agreement is concluded between ZEN E-WAY LLC with Registration number: No2334 LLC 2022 and having its registered address at Suite 305, Griffith Corporate Centre, Beachmont, Kingstown, St. Vincent and the Grenadines (hereinafter “Company”) on the one part and the person (individual or legal entity), who has opened an affiliate account (hereinafter “Affiliate”) on the other part.
- The Parties agree that the place of conclusion of this Agreement is the place of registration of the Company, namely St. Vincent and Grenadines.

2. Restriction

- The Affiliate acknowledges and agrees that this Agreement cannot be concluded with a citizen of Bangladesh, Burkina Faso and North Korea. The Parties have defined a "Restricted" person as a person who is a citizen of Bangladesh, Burkina Faso or North Korea.
- If the Company identifies that the person who has concluded this Agreement as an Affiliate falls into the definition of the Restricted person mentioned in the clause above, the Company has the right to terminate this Agreement immediately without any obligations of paying any fees (including but not limited to the fees for already provided services) and/or damages to the Affiliate. The Agreement shall be considered as having been terminated from the moment of receiving the notification from the Company. With the acceptance of this Agreement, the Affiliate holds the Company harmless from any liability and/or indirect losses of the Affiliate and/or his subcontractors and/or the third parties involved by the Affiliate.

3. The object of this Affiliate Agreement

- Affiliate undertakes to distribute information about services (including marketing materials) provided by the Company and companies of its group, and the Company undertakes to pay a commission to the Affiliate in compliance with the terms, established in this Affiliate Agreement.
- A substantial provision of this Affiliate Agreement is the distribution of information by the Affiliate in compliance with the provision of this Affiliate Agreement and instructions, received from representatives of the Company.

4. Account registration

- In order to register an account, the Affiliate fills out the registration form on the affiliate platform website partners.binolla.com
- The Affiliate accepts the terms of this Agreement.
- In case the Affiliate is a legal entity, they should also provide documents to the Company for its registration.

5. Payment procedure

- Offered Binolla's affiliate programs and their conditions are available in the [affiliate's cabinet](#).
- For the avoidance of doubt, the Company may change the conditions of the Affiliate's remuneration offer at any time after the account registration at its sole and absolute discretion. Such amendments shall have an immediate effect and shall not require the previous consent of the Affiliate.

- The MAX level rate eligibility check is performed daily for each Affiliate account. The Advanced rate applies to the Affiliate account for a period of one calendar month and extends for every consecutive month should the conditions of obtaining it continue to be met. Should the Affiliate fail to meet the conditions of obtaining the MAX level rate, the Affiliate account is switched back to the PRO level rate until such conditions are met once again.
- In order for a user/trader to be designated as a First Time Depositor (FTD), he must comply with all of the following:
 - a) The user must have been referred by the Affiliate (Referred User);
 - b) The Referred User has never applied to register, never registered before for and/or does not currently maintain a trading account with Binolla (New User);
 - c) The New User completed successfully his registration for a Binolla trading account in accordance with the Terms & Conditions;
 - d) The New User is not a Connected Person;
 - e) The New User made a first-time deposit of at least a minimum amount as specified by Binolla from time to time (FTD), following the trading account registration;
- For the avoidance of doubt, and notwithstanding any other provision contained herein, neither the Affiliate nor any other person associated (either directly and/or indirectly with the Affiliate) including any member of the Affiliate's family, any legal person (of any form or manner) whether incorporated or not, whether directly or indirectly controlled, controlling or under common control with the Affiliate, shall be eligible to be treated as an FTD (Connected Person). If any such person has been registered by the Affiliate under the Agreement, the Affiliate agrees and accepts that the Affiliate shall not be eligible to receive any commission or payment.
- The currency of the Affiliate account to be maintained with the Company shall be designated in USD and any Affiliate commission payouts shall be calculated and presented in USD. Payouts of Affiliate commissions shall be made by the Company to the Affiliate through any payment method indicated in the Affiliate's account and/or by way of any type of instrument/currency of equivalent USD value upon conversion (Payment Method). For Payment Methods conducted in EUR, the exchange rate for the conversion is equal to the most recent EUR/USD reference rate defined by the Company at the time of processing the payment. The Company shall be able, upon its sole discretion and as it deems fit from time to time, to opt for any Payment Method for the settlement of any Affiliate commission/payout. The Affiliate shall provide the Company with all relevant details, banking or otherwise, for the purpose of effecting the Affiliate commission payouts (Payment Details). The Affiliate irrevocably accepts the use of any Payment Method by the Company and such acceptance is signified by the provision of relevant Payment Details.
- The Affiliate acknowledges and accepts that the Company shall treat as accurate and true and shall fully rely on the Payment Details. Payments made by the Company to the Affiliate by way of any Payment Method and based on the Payment Details shall constitute full and unequivocal satisfaction of the obligations of the Company in terms of payment of any Affiliate commission/payouts.
- Affiliate acknowledges, represents and warrants to the Company that all Payment Details made available from time to time, to the Company shall be accurate, correct and up-to-date and that it shall exclusively bear the responsibility to inform the Company in case of any changes that would affect any payments due hereunder.

- In order to receive a payment, the Affiliate has to have a verified account and no less than 5 active traders over the period of affiliation. The amount on the balance is not less than 100 USD. The number of active traders can be seen in the Statistics section.
- The commission is paid once a month within the first 5 workdays of the next month.
- When the commission, as calculated in the manner as described in this Agreement, becomes payable, it shall be paid in the frequency specified above, either directly from the Company or by any third party on behalf of the Company, upon the Company's discretion. A payment that is executed in any of the aforementioned ways shall discharge the Company of its obligations in relation to the payment of the commission.
- Notwithstanding any other provision of the Agreement, in the event that any activity in the Affiliate Account, or in any account which appears to be controlled or managed by the Affiliate is reasonably deemed suspicious in any way by the Company in its sole discretion, the Company may in its absolute discretion, delay payment of the commission to the Affiliate for up to one hundred and eighty (180) days in order to look into and verify the suspicious activity.

6. Authority and liabilities of the Parties

- The Company bears no responsibility for the activity or inactivity of the Affiliate.
- The Company bears no responsibility for a failure to fulfill its obligations due to disruptions of communication lines, technical problems of the Internet service provider, and/or other technical problems.
- The Affiliate is responsible for the safety of their passwords and payment information.
- The Affiliate guarantees that all their personal information provided to the Company is true, accurate, and up to date.
- The Affiliate undertakes to provide the Company with a complete list of their traffic sources for the mandatory moderation procedure, undertakes to update this list in case of adding new traffic sources, and guarantees to use only the traffic sources approved by the Company.
- The Affiliate guarantees that their actions in accordance with this Agreement do not violate laws, legal acts and other rules and regulations, applicable to the Affiliate or within the jurisdiction of the Affiliate.
- The Affiliate is responsible for the payment of taxes he is subject to in the state of his tax residency.
- The Company reserves the right to withhold an account verification for the regulated and/or non-regulated traffic without explanation.

7. The Affiliate undertakes to

- Provide coloured scanned copies of an identity document and a residence verification document. In case of non-provision of these documents, the Company reserves the right to suspend payments to the Affiliate until the provision of necessary documents..
- Notify the Company of any changes to their personal and/or financial information.
- Provide true and accurate data.
- Provide exclusively true, accurate, clear, and up-to-date information on his websites and in marketing advertisements/publications and other sources.

- Not register and/or use a domain name that contains the Binolla brand name (including any derivatives and misspellings) or could mislead clients into believing that their website is the official Binolla website unless explicitly authorized by the Company.
- Clearly identify his website/blog for the visitor as an unofficial website of the Binolla company. This is to be clearly indicated on the first screen of the home page in a font that is not smaller than the main font of the page.
- Use only the promotional materials provided in the personal account of the affiliate program for marketing purposes; regularly update them or replace them with up-to-date ones upon request of representatives of the affiliate program.
- Use a warning about risks in case of describing potential profit to the client. A risk warning should be in bold, not obscured by its colour or tried to be hidden among pictures – a risk warning should be clearly legible to all clients and draw a reader’s eye to it. Moreover, a risk warning should be located not lower than legal/contact information.
- Equally describe the advantages and drawbacks of the financial instrument.
- Not give guarantees or make promises on behalf of the Company.
- Indicate the Company’s licenses exclusively as a fact, rather than in terms of approval of the Company’s activity.
- In case of comparison with another service/broker to use only true information and indicate reliable sources.
- In case of demonstration of the behaviour of one of the assets and trading with it, indicate the precise time of such behaviour and clearly define that the information belongs to the past and may not bring the same results in the present or future.
- In case of using any information for forecasting future behaviour of financial instruments based exclusively on verified information and warn users about the fact that such forecasts are not a reliable indicator and not a guarantee of profit.
- To comply with the regulation of the respective representative of the Company in relation to the content of marketing materials and information;
- Free the Company of responsibility and/or sanctions applicable to the Company in relation to the failure of the Affiliate to fulfill his tax obligations.
- Not use any tactics that would encourage a prospective client to deposit or trade more than they plan to deposit or trade once the account is opened, in cases when the Affiliate has contact with prospective clients before opening an account. Any identification by the Company of the use of aggressive marketing by Affiliates may provide cause for the closure of that Affiliate's account.

8. Official Binolla Affiliate marketing guidelines

- Options, Forex, and CFD trading is a regulated activity; as a consequence, all your promotional materials must be fair, not misleading, clear, and comply with these marketing rules.
 - All statements must be balanced; therefore if you mention potential profits you must always also mention potential losses. When promoting Binolla, do not promise that one can learn trading easily or profitably with Binolla unless you are specifically referring to the demo account. Avoid using terms such as “win/make/earn money”, “start your trading career”, or “make an income”, as well as other similar terms.

- Affiliates are not allowed to publish materials or use phrases stating that trading is easy and exciting. Additionally, implying that trading leads to success, a change in lifestyle, financial freedom or any other unwarranted benefit is prohibited. Do not use any visual reference to money (cash, credit cards, notes and coins).
- Options, Forex and CFDs are complex products and are not suitable for everyone. Ensure your promotional materials do not imply that Binolla's products are easy to understand/use and accessible to everyone.
- Do not advertise Binolla as “work from home”, “making easy/guaranteed money” or other unwarranted claims or misleading statements, as such promotion would not emphasize the high risk involved in trading options, Forex and CFDs, and would interfere with the integrity of Binolla.
- Affiliates are only permitted to promote Binolla via web pages, ad campaigns, or other sources which have been reviewed and approved by Binolla's personal or compliance managers.
- In case the Affiliate uses contact forms, comments sections, newsletters, live chats, or any other form of direct and private communication between the Affiliate and a client/prospective client, the Affiliate undertakes the responsibility to act in good faith at all times and must not make any false or misleading statements with respect to the Company and/or the services provided by the Company and/or engage in any other practice which may go against the best interest of the client and may affect adversely the image and credibility of the Company.
- In a case when a Facebook or another social network page (including YouTube) is used for promotion, such social network pages can be accepted as a traffic source only if these pages are not promoting the Company directly but instead promote a website which is used as a traffic source itself. An exception can be made at the Company's discretion.
- Depending on the countries where the majority of your traffic comes from, all promotions and invitations to open an account (registration links) must include the relevant Risk Warning. Ensure the RW is clearly readable, visible, and of appropriate size.

1. Non-regulated countries

You can use a long Risk Warning in case it is visible on each screen of the page:

General Risk Warning: The financial products offered by the company carry a high level of risk and can result in the loss of all your funds. You should never invest money that you cannot afford to lose.

Or you can use a short RW:

RISK WARNING: YOUR CAPITAL MIGHT BE AT RISK

under each link or button to Binolla together with a long Risk Warning at the end of the page or review.

2. Regulated countries and mixed traffic

Following Risk Warning must be used:

CFDs are complex instruments and come with a high risk of losing money rapidly due to leverage. Between 74-89% of retail investor accounts lose money when trading CFDs. You should consider whether you understand how CFDs work and whether you can afford to take the high risk of losing your money.

Whenever Binary Options are mentioned, it should be clearly stated that ZEN E-WAY LLC. does not provide nor promote binary options to retail traders from Europe.

Additionally, the following warning must be present: **Binary options are not promoted or sold to retail EEA traders. If you are not a professional client, please leave this page.** In case a full warning cannot be added due to a limited amount of space, use the short one instead: **Binary options are prohibited in EEA**

- Do not refer to a bonus when mentioning Binolla as the company does not offer bonuses.
 - Whenever mentioning a potential profitability percentage (payout), you must always include an asterisk next to the percentage and add the following statement “*amount to be credited to the account for a successful trade”.
 - Materials should not include information regarding strategies that indicates them as trading strategies (e.g. “the Martingale trading strategy”). Instead, if you use information based on strategies, you should call it a “trading pattern” and this material should contain the following risk disclaimer: “Your capital may be at risk. This material is not investment advice”.
 - All videos must contain the following risk warning that is visible throughout the entire duration of the video: “RISK WARNING: YOUR CAPITAL MIGHT BE AT RISK”. If you are recording a trading session, do not use the word “strategy”, do not give investment advice, and add an additional warning: “NOTE: THIS VIDEO IS NOT AN INVESTMENT ADVICE”.
- Additionally, the Affiliate is prohibited from:
- Using spam of any kind for attracting clients.
 - Opening and/or accessing trade accounts (including without limitation of active users) and affiliate accounts from one IP address and/or by his affiliate links, as well as allow/offer relatives, friends, and other people he knows to register by his links or do so himself on their behalf.
 - Attracting clients via private communication, i.e. private messages in social networks or messengers, personal emails, phone calls, or face-to-face communication.
 - In the case of doorways, it is forbidden to use persons' names and brand names of other companies as keywords. Unrelated to Binolla traffic is prohibited. Doorways are accepted with approved pre-landings only.
 - Buying advertising using affiliate links. Search and display contextual advertising is allowed to be used only by promoting Affiliate’s own websites in accordance with all of the following criteria:
 - The website domain name must not include the Binolla brand name, its derivatives, misspellings, or any other names that can be confused with the Binolla brand name.
 - Binolla brand queries must not be used as well as any derivatives or mistakenly spelled phrases.
 - The website must contain the relevant content of its own and not copy the content from the Binolla landing pages.

An Affiliate found in violation of brand bidding rules becomes subject to penalty charges. The first detection of the prohibited activity will lead to a removal of all registrations made in the past week and all subsequent days until the ad is deleted, and a deduction of the commission credited for these registrations. This applies to all the Affiliate’s accounts if

they have more than one. The second detection of the prohibited activity will lead to a removal of all registrations made in the past two weeks and all subsequent days until the ad is deleted, and a deduction of the commission credited for these registrations. After the third violation, all registrations for the past 30 days and the following days until the ad is deleted will be removed, and the commission credited for these registrations as well as an additional \$1000 will be deducted from the Affiliate's balance. The fourth detection will result in a lifelong ban and immediate termination of all the Affiliate's accounts. The use of the Binolla brand name is allowed in the ad text only. Should the Company have reasonable grounds to believe that the Affiliate intentionally keeps violating these rules after receiving a warning at least once, all of the accounts of such an Affiliate are subject to immediate termination.

- Comparing Binolla with other brands in the ad text or unjustifiably showing other brands in a bad light, as well as any other unauthorized use of any third-party copyrights or trademarks.
 3. Using the trademarks of other third parties and (or) any Third Party IP in an unfair and/or illegal manner for the purposes of this Agreement, including without limitation to use trademarks in any way so as to indicate and/or imply that there is any kind of association with and/or endorsement of Binolla by any such third parties.
- Attracting traffic from countries prohibited by the Company and conducting marketing activity in the prohibited regions. We accept traffic from all countries and territories, excluding Australia, Austria, Belgium, Bulgaria, Hungary, Great Britain, Republic of Vanuatu, Gibraltar, Germany, Greece, Grenadines, Denmark, the Republic of Zimbabwe, Ireland, the Islamic Republic, the Republic of Iraq, Iceland, Spain, Italy, Israel, Iran, Republic of Yemen, Canada, Cyprus, Federal Republic of the Congo, Republic of Côte d'Ivoire, Democratic People's Republic of Korea, Latvia, Republic of Lebanon, Libya, Lithuania, Luxembourg, Liechtenstein, Republic of Mali, Malta, Republic of Liberia, Republic of Mauritius, Netherlands, Norway, New Zealand, Poland, Portugal, Puerto Rico, Romania, Saint Vincent, Syrian Arab Republic, Slovakia, Slovenia, Republic of the Union of Myanmar, USA, Republic of Somalia, Republic of Sudan, Finland, France, Estonia, Croatia, Central African Republic, Czech Republic, Switzerland, Sweden, Federal Democratic Republic of Ethiopia, Eritrea, Japan, Isle of Man, Guernsey, Jersey.
 4. Advertising Binary Options and Digital Options in the following countries: Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden.
- Offering clients to register by your affiliate link for compensation or for any kind of profit.
- Publishing false information in order to attract more clients or misleading clients.
- In the case of Facebook, it is forbidden to use fraudulent schemes when buying advertising on the company's brand. Purchasing ads for pages that may appear to the user as Binolla pages is prohibited. Creating and maintaining these pages is considered a violation. The only permitted way to work with Facebook is to keep a page of your own resource that is not similar to the resources of the Binolla, and purchase advertisements for this resource.
- Allowing in any way, any referred user, prospective client, and/or active user to access the Company's platform from the same IP address and vice-versa.

- Attracting clients through the use of fraudulent means of traffic generation, as determined solely by the Company. For the CPA payment model, any motivated and/or incentive traffic is not subject to payments.
- 5. For the mobile traffic, in case of a suspicion of fraudulent activity, the criteria taken into consideration include but are not limited to the following:
 - Fraud traffic rate, as indicated by the mobile marketing analytics and attribution platform used by the Company;
 - Conversion rate from click to install;
 - Conversion rate from install to registration.

9. Agreement Termination and Block of Affiliate Account

- Without affecting any other right or remedy available to it, either party may terminate this Agreement at any time, after providing the other party with at least 30 days' written notice (via email). During the notice period, the Company will have the right to block any campaign activity of the account. The Affiliate will need to take all appropriate steps via its account, in order to verify any payments that may be eligible to be paid to it during the notice period. If the Affiliate fails to do so, the Company will bear no responsibility for any amounts not paid to the Affiliate.
- In the event that the Company has reasonable suspicion to believe and/or in case of detection of violation of rules and/or guidelines specified by this Agreement, as well as in case of any indications of fraud when conducting financial transactions after the attracted client has made a deposit, the Company reserves the right to cancel this transaction and suspend the flow of funds on the Affiliate's account. In this case, the accrued Affiliate commission shall be annulled and not payable to Affiliate. The Company reserves the right to block Affiliate's account in case of misuse and for the reasons described in this clause 9, the effect of which would be the termination of the business relationship with the Affiliate under this agreement.
- The Affiliate understands and accepts that upon the termination of this Agreement and/or block of an Affiliate account:
 - The Affiliate shall immediately and without undue delay stop sending traffic and/or providing the services in relation to this agreement, as the case may be;
 - Any Affiliate links used for the purposes of this agreement shall be disabled and shall not be operative;
 - Such termination or block shall subject to any other provisions of the Agreement, be without prejudice to any outstanding or accrued obligations the Affiliate has vis-à-vis the Company;
 - Any authorization or powers of attorney or any rights granted by the Company to the Affiliate shall be automatically terminated and withdrawn;
 - Any authorization or powers of attorney or any rights granted by the Affiliate to any client/user shall be automatically terminated;
 - All and any active user of the Company which was referred by the Affiliate, in the sole discretion of the Company, remain as registered clients of the Company, irrespective of the termination of this agreement and/or block of the Affiliate account;
 - It shall immediately return to the Company all documents, brochures, all reports, and any other material in the Affiliate's possession including but not limited to the registered domain names and/or any other information relating to the services provided by Affiliate under this agreement.

10. Copyrights and trademarks

- The Company is the owner of all intellectual property rights on and throughout the website as well as the material on it including any copyright, database right, and trademarks. Any such right not belonging to the Company belongs to third parties and is protected by copyright laws and treaties around the world. All such rights are reserved.
- All copyright, database rights, trademarks, and any other intellectual property rights of the Company in the content of and/or throughout the website, belong to the Company or a third party, including without limitation to licensors of the Company. The material and content on the website (in whatever form it exists), may or may not be identified by a symbol and they include but are not limited to designs, photographs, graphics, drawings, text, etc. The lack of any such symbol should not be understood as meaning that the name, term, or data is not the intellectual property of either the Company or any third party or any licensor of the Company.
- Binolla (in word or stylized forms) has been registered internationally.
- The use of the word Binolla and/or any trademarks or intellectual property rights, without the Company's express and written pre-approval, is strictly prohibited in all ways. Such prohibited acts include but are not limited to copying, duplicating, presenting in public, altering, advertising, broadcasting, transferring, selling, or delivering trademarks or intellectual property rights, in whole or in part to any third parties, distributing, including by publishing on the Internet, or making any commercial use of the trademarks/intellectual property rights, in whole or in part.
- Any reference, presentation, and/or use on the Website of trademarks and/or any intellectual property rights which are not owned by the Company but are owned by other third parties (Third Party IP) is fair since their usage is limited to (a) descriptive and informative purposes and at no time as part of the Company's Services, and (b) the minimum necessary. Such Third-Party IP is on the Website only for informative purposes, to provide a simple description of the service/goods of the particular third party and of the use of such service/goods by the Company within the context and for the purpose of performing its obligations under this Agreement for the provision of the Services.
- The Affiliate has full control for its actions and therefore acknowledges that it has and undertakes full responsibility for the content and nature of its actions and/or omissions in relation to any unauthorized use of the Company's trademarks, intellectual property rights, and/or any Third Party IP including for any actions in breach of this clause 10.
- The Affiliate undertakes at all times, to protect Binolla from any disputes, claims, expenses, or losses that may arise both, directly and indirectly, due to a breach of this clause by the Affiliate.

11. Confidential & Personal Data

- For the purposes of this section, the following definitions shall apply:
 - Data Protection Legislation: the applicable legislation with regards to the protection of personal data and the General Data Protection Regulation ((EU) 2016/679) ("GDPR"), any other directly applicable European Union regulation relating to privacy and/or the Data Protection Act (DPA) and any other local legislation of St. Vincent and Grenadines, as applicable.
 - Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (known as "anonymous data").

- Affiliate hereby undertakes and confirms to the Company that it shall at all times:
 - Comply with its obligations under applicable Data Protection Legislation with respect to any processing of Personal Data that will be undertaken within the context of this Agreement;
 - At its own expense, ensure that it complies with and provides any assistance that may be required to the Company to comply with the requirements of Data Protection Legislation and regulatory requirements in force from time to time relating to the use of personal data, including, without limitation, (a) the GDPR, and (b) any national implementing laws, regulations, and secondary legislation.
- The Company has the right, without prior notice to the Affiliate, to disclose and/or consent to the disclosure of personal data, including without limitation to the data provided hereunder, any data connected to confidential information and/or details of the transactions of the Affiliate (i) in order to comply with the requirements of the regulatory authorities of St. Vincent and Grenadines and/or (ii) to banks and other financial institutions, to its auditors/consultants, companies belonging to the group of companies the Company belongs to, the Company's affiliated companies, and/or to any other company which may be directly or indirectly controlled by the Company, for the purpose of facilitating the performance of this agreement, provided that they are informed and committed to the confidentiality of the information communicated. All the Affiliate's personal data shall be processed in strict compliance with the provisions of the Data Protection Legislation.
- The Company will handle all personal data provided under this Agreement, according to the relevant laws and regulations for the protection of personal data.
- The Company, through the involvement of another legal entity, collects and processes personal data of natural person connected with the Affiliates, including without limitation to the data requested under paragraphs 4.3 and 7.1 hereof, solely for the purposes of this Agreement and of the requirement of applicable laws and/or regulations. The Affiliate hereby represents and warrants and the Company hereby relies on such representations and warranties, that the consent of any natural person (directors, ultimate beneficial owners, shareholders, and/or authorized signatories of an Affiliate being a legal entity) of whose personal data has been submitted to the Company, has been freely provided and that any such natural person is well informed and consents to the disclosure provisions of paragraph 10 of this Agreement.
- Subject to paragraph 10, the Parties agree to keep confidential and not to disclose to any third party any confidential information given by the other Party under this Agreement including without limitation the information to be provided under paragraphs 4 and 7 of this Agreement and/or all communication, documentation or other information exchanged between them, both during the term of the Agreement as well as after its termination.
- The Affiliate acknowledges and accepts that it/she/he has read and accepted the Privacy Policy which can be found on the Company's website. For the purposes of this paragraph, the term Client in the Privacy Policy shall be read to include the term Affiliate.
- The Company has the right to change, add, rename or leave unchanged any section, paragraphs, and subparagraphs of this Agreement without prior notice to the Client about such changes. In case of violation of any of the Affiliate's obligations in accordance with this Affiliate Agreement, as well as if the Company makes a decision on the inexpediency of continuing further cooperation with the Affiliate according to the Affiliate Agreement, the Company has the right to terminate the Affiliate Agreement and to notify the Affiliate immediately about it in any way without compensation of losses and without making any payments, including payments for distributing information about the Company.

- In some cases, upon the Company's decision, the Company can pay the Affiliate's profit even after a unilateral termination of the Affiliate Agreement with such Affiliate.

12. Assignment

- The Company may at any time assign, subcontract, delegate, sub-license, or deal in any other manner in whole or in part the Agreement or any of its rights or obligations hereunder determined.
- Affiliate shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement, without the prior written consent of the Company.

13. Arbitration

- Claims for lost revenues will not be considered;
- The Company does not compensate for moral damages;
- All claims are to be sent via an e-mail address.
- Time of consideration of claims is 15 working days or less;
- In case a dispute is not specified in this Agreement the Company makes the decision based on relevant practice;
- The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the laws of St. Vincent and the Grenadines.
- Any dispute, controversy, or claim arising out of or relating to the Agreement, or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the laws of arbitration of St. Vincent and the Grenadines, as amended from time to time, and the provisions of which are deemed to be incorporated herein by reference. The decision of St. Vincent and the Grenadines arbitration shall be binding upon both parties. If the parties fail to agree on the appointment of an arbitrator within 7 clear days, then the competent appointing authority of St. Vincent and the Grenadines shall appoint the arbitrator.
 - The number of arbitrators shall be one.
 - The seat or legal place of arbitration shall be the City of Kingstown.
 - The language to be used in the arbitral proceedings shall be English.