#### **Partner Policy**

# **Affiliate Program Agreement**

This Affiliate Program Agreement ("Agreement") sets forth the terms and conditions of your use of the Arbmoney affiliate program ("Affiliate Program") between you and us. In this Agreement, "you" and "your" refer to the individual or legal entity that wishes to participate in the Affiliate Program. "We," "us," and "our" refer to Arbmoney.

This Agreement explains our obligations to you and sets forth your obligations to us regarding the Affiliate Program offered by Arbmoney. By submitting your application and using the Affiliate Program, you agree to comply with all terms and conditions set forth in this Agreement.

We reserve the right to unilaterally change, modify, add, or remove portions of any part of this Agreement at any time. We will notify you of changes to the terms and conditions by email, your account (if applicable), or through the website. Your continued use of our website signifies that you accept and agree to the changes.

# 1. Partner Program Description

- 1.1 To participate in the Partner Program, you must be a fully capable individual or legal entity, have an active account with Arbmoney, and comply with the terms of all agreements you have entered into with Arbmoney, including the Terms of Use and this Agreement.
- 1.2 You can become a partner of Arbmoney by providing a platform for advertising on your website or any other publication location (such as a blog or personal social media profile). This will help drive traffic to the Arbmoney platform at <a href="https://arbmoney.com">https://arbmoney.com</a>, where you can receive a commission for each visitor who purchases Arbmoney services after clicking on a specific link placed on your website or publication location.
- 1.3 Arbmoney has the right to review your placement and approve the use of the link at any time, as well as require changes to the placement or use in accordance with recommendations provided to you.
- 1.4 If a Visitor clicks on your Link placed on your website or other location and goes to the Arbmoney site, they have 30 days to register and link their account to yours. If the Visitor clicks on another Link that is not under your control or that of an affiliated party, or returns to the site through another source encoded advertising Link within the first 30 days, your Link will be overwritten, and you will not receive a commission for that account. You cannot modify the Link or cookie files in any way. Arbmoney is not responsible for tracking or reporting errors that may arise from modifications to the Link or cookie files.
- 1.5 You are not entitled to receive a commission for any materials, videos, content, work results, work product owned or licensed by Arbmoney (such as research, blogs, or social media materials) associated, published, used, exploited, or placed on your website or publication location.

1.6 You must comply with intellectual property laws and other applicable laws related to your website. You must have direct permission to use copyrighted materials such as text, images, and other works. We are not responsible for any violation of the law or the rights of third parties if you use copyrighted materials or other intellectual property without proper permission.

#### 2. Partner Restrictions

- 2.1 You acknowledge and agree that you must not:
- (a) use any ® or ™ trademarks owned or licensed by Arbmoney with keywords or any errors in their domain names;
- (b) engage in any activity that Arbmoney deems dangerous or harmful to its customers, employees, operations, or reputation;
- (c) use your website or other platforms to market Arbmoney services or Platform to individuals who violate the Terms and Conditions of Arbmoney;
- (d) create more than one account to participate in the Partner Program.
- 2.2 You also acknowledge and agree that your website or publication location must not:
- (a) use false, inaccurate, or misleading information about Arbmoney products and services on your website or platform;
- (b) copy the look and feel of the Arbmoney website or its content on your website or platform, and not create the impression that your platform is part of the Arbmoney network of websites:
- (c) send spam or unwanted advertising;
- (d) violate applicable laws, such as data transmission laws, data privacy laws, data security laws, or any securities laws, including offering or promoting Arbmoney products and services in jurisdictions where it would be unlawful, and not publish or solicit materials that could be construed as an offer, request, or recommendation to buy or sell securities or other investment products, or as investment, legal, financial, or accounting advice.

# 3. Commission and Payments

- 3.1 The commission will range from 30% to 50% of the amount received from each purchase made by referred users provided that you are entitled to receive such commission as determined in this Agreement.
- 3.2 You will be entitled to receive a commission payment if all of the following criteria are met:
- (a) the user makes a purchase of a new subscription plan and fully pays for it;
- (b) the user's account remains active and in good standing;
- (c) there have been no refunds of all payments, disputes, or other chargebacks on the user's account.
- 3.3 You may request a payout after 14 days from the sale of the subscription plan. For the avoidance of doubt, in case of partial refunds, disputes, or similar chargebacks, the corresponding portion refunded to the user will be deducted from the amount credited to your balance.

- 3.4 Withdrawal requests can only be made after 14 business days from the date of the previous withdrawal request. The processing time for a withdrawal request should not exceed 21 days from the date of the request. The first withdrawal request can only be made after 14 business days from the date of the first subscription payment made through your referral link. The processing time for the first withdrawal request is determined by Arbmoney and may be extended at our discretion. Such reasonable extension shall not be considered a breach of Arbmoney's obligations. You are responsible for providing Arbmoney with complete and accurate information necessary for the commission transfer, and are fully responsible for any delays in payment arising from your failure to comply with this requirement.
- 3.5 Monthly purchases will be credited to your balance in full, while rewards for 6 or 12-month subscriptions will be paid out monthly in equal installments over the relevant subscription period.
- 3.6 Commission will be paid in Tether (USDT TRC-20). Arbmoney will track all earned commissions and may, at its discretion, decide not to pay you a commission if we believe that any referral link was created in violation of our rules, in any breach of this Agreement due to visitor, user or client fraud, cancellation of contract by visitor, user or client, or other illegal activity. Commission will not be paid from affiliated accounts that use the same IP address, device, or belong to the same household. It is your sole and unconditional obligation to strictly comply with this Agreement and its rules at all times. Arbmoney shall not be held liable for the payment of commission to anyone who does not strictly follow this Agreement and its rules, as they may be amended from time to time.
- 3.7 You are responsible for paying taxes on your operations with us, and you agree to indemnify and hold us harmless from any claims arising from your failure to pay taxes.

## 4. Liability

- 4.1 As a partner, we provide you with links necessary to promote Arbmoney services that you may place anywhere on your website or personal blog at your discretion. The links will identify your resource as a participant in our Partner Program and establish a connection with our website. You acknowledge and agree that it is your sole responsibility to indicate the correct unique referral or partner identifier in advertising materials that you use on your website or publishing resource. You may promote the services offered by Arbmoney in any way as long as it does not deceive visitors and does not violate the law regarding Arbmoney services.
- 4.2 Arbmoney shall not be liable for missed sales or missed opportunities to earn commission for any reason (such as technical problems or system overload) that prevents Arbmoney from registering any account, accepting deposits, executing trades, closing positions, or providing any other product or service to the visitor. Arbmoney also assumes responsibility for tracking referral sales and commissions and providing this information to you through the activity reporting tool available in your Arbmoney account.

### 5. Licensing

We grant you a non-exclusive, non-transferable, revocable right to (i) access our website through HTML links solely in accordance with the terms of this Agreement and (ii) solely in connection with such links, use our logos, trade names, trademarks, and similar identifying materials (collectively, "Licensed Materials") that we provide for such purposes. You have the right to use Licensed Materials only if you are an approved member of the Partner Program. You agree that all uses of Licensed Materials will be on behalf of Arbmoney.

### 6. Limitation of Liability

- 6.1 The affiliate program is provided "as is" and "as available", and the use of the affiliate program is at your own risk. Arbmoney makes no representations or warranties, express or implied, regarding the affiliate program or any service or information provided through the affiliate program.
- 6.2 Arbmoney shall not be liable for any losses, injuries, or economic damages resulting from the use of the affiliate program. If any part of the affiliate program causes harm or inconvenience to you or any trusted party through you, you are responsible and liable for it.
- 6.3 In no event shall Arbmoney be liable for direct, indirect, incidental, punitive, special, or consequential damages arising out of or in connection with this Agreement, your use, or inability to use the affiliate program, platform, website(s), or materials and content of Arbmoney's website(s) or any other websites associated with such websites, or your provision of any personal identifying information to the backend provider or any third party. This limitation applies regardless of whether the alleged liability is based on contract, tort, warranty, negligence, strict liability, or any other basis, even if we have been advised of the possibility of such damages or such damages could have been reasonably foreseen. Furthermore, notwithstanding anything to the contrary in this Agreement, Arbmoney's aggregate liability to you arising out of or related to this Agreement shall in no event exceed the total amount of Commissions paid to you under this Agreement.
- 6.4 The provisions of this section allocate the risks between you and us, and you agree and acknowledge that such allocation of risks and limitations of liability set forth herein are an essential basis of the bargain between you and us.
- 6.5 The above limitations of liability are valid to the fullest extent permitted by law. Some jurisdictions do not allow the exclusion of certain warranties under certain circumstances. Therefore, some of the above limitations may not apply.

### 7. Warranties

- 7.1 You are solely responsible for the proper performance of your obligations under this Agreement and shall indemnify us for any losses incurred as a result of your failure to perform or improper performance of your obligations.
- 7.2 To the fullest extent permitted by applicable law, you agree to indemnify us, our directors, shareholders, predecessors, successors, employees, agents, clients, and partners for any

losses, expenses, liabilities, claims, or demands arising out of your use of our affiliate program, website, or platform. If you breach the terms of this Agreement or use content not provided by us, you shall also indemnify us for any losses. You shall promptly notify us of any circumstances that may give rise to liability under this section. We reserve the right to assume exclusive control over the defense of any claim subject to indemnification under this section at your expense.

# 8. Force Majeure

You agree that Arbmoney shall not be liable for any expenses, damages, or losses resulting from events of force majeure, including but not limited to government restrictions, exchange or market decisions, trade suspension or delay, war, civil unrest, earthquakes, strikes, equipment failure, communication line failure, authorized access, theft, or any other technical or other issues that may prevent you or the customer you refer from entering or modifying an order or prevent Arbmoney from completing an online transaction, or any other events or conditions beyond the control of Arbmoney and determined at its sole discretion.

#### 9. Termination

- 9.1 This Agreement shall become effective as of the date your application for the Arbmoney affiliate program is accepted and shall continue until terminated by either party upon written notice of 7 days at any time and for any reason.
- 9.2 We may terminate this Agreement with immediate effect at any time if:
- (a) required to do so by a validly acting court order, court ruling, or binding order of a government agency;
- (b) you have breached any applicable laws, directives, rules, and/or regulations;
- (c) you have materially breached any other obligation under this Agreement and have failed to remedy such breach within a reasonable period provided by us;
- (d) you have committed fraud in connection with the Affiliate Program or otherwise abused the Affiliate Program;
- 9.4 Notice of termination shall be sent by registered mail (with proof of delivery) or by email sent by you to info@arbmoney.com or by email from us to the email address you provided earlier.
- 9.5 Upon termination (with or without cause), you must immediately cease any further referrals and/or other marketing or advertising activities related to Arbmoney as an affiliate. Additionally, you must immediately cease using any trademarks or other intellectual property materials owned by or associated with us, as well as any use of any confidential information learned by you in connection with your participation in our affiliate program.

## 10. Notices

You agree that we may communicate with you electronically regarding any financial matters related to your account. We may also provide notices to you by posting them in your account on our website or by sending them to the email address you provided earlier. Notices on the website and by email are considered received by you within 24 hours of posting or sending.

## 11. Complaints

If you have any complaints or require additional support, please contact us by email at info@arbmoney.com. Our customer support team will respond to you within 48 business hours. If your inquiry requires a more detailed response, it may take up to 30 business days to process your request.

#### 12. Miscellaneous

- 12.1 There is no exclusivity, partnership, joint venture, employment, agency, or franchise relationship between you and us based on this Agreement. Neither party has the authority to bind the other party (including representation or warranty, assumption of any obligation or liability, and/or exercise of any right or power), except as expressly provided in this Agreement.
- 12.2 To the extent possible, each provision of this Agreement will be interpreted in such a way as to be effective and valid under applicable law, but if any provision of this Agreement is found to be invalid, illegal, or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity or unenforceability without invalidating the remaining provisions of this Agreement or any other provisions.
- 12.3 This Agreement, as amended from time to time in accordance with its terms, constitutes the entire understanding and agreement between you and us regarding its subject matter and supersedes all prior agreements, understandings, representations, or promises, oral or written, regarding its subject matter.
- 12.4 Our failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right that we have to enforce this Agreement, nor shall it be deemed a course of dealing between us and you or be considered as having modified any provision of this Agreement.
- 12.5 This Agreement and any rights and obligations under it may not be assigned or transferred by you but may be assigned by us without restriction, including without limitation to any third party. Any attempted assignment or transfer in violation of this Agreement shall be null and void. This Agreement shall be binding upon and inure to the benefit of us and you, their respective successors and assigns.
- 12.6 No person who is not a party to this Agreement shall have any right to rely on or enforce any provision of this Agreement.