

Terms of use for Publishers

These Terms of use form a legally binding agreement ("Rules", "Agreement") between you ("Partner", "Webmaster", "Publisher") and FXpartners and its affiliates (hereinafter - "Affiliate network" or "FXpartners").

References to FXpartners shall mean FXpartners Company and its affiliated entities.

By expressing consent to the conclusion of this Agreement by ticking the appropriate checkbox of the Affiliate Network, the Partner confirms that:

- the Publisher (an individual) has reached the age of 18 or otherwise the age of full legal capacity in accordance with the laws of the country of your citizenship,
- if the Partner is a legal entity, this Agreement is concluded by a person authorized to enter into this agreement on behalf of the Partner.

You also acknowledge that you have read, understood and agree with our Terms of Use posted on FXpartners Website(s) in full without any limitations or exceptions.

This Agreement may be amended by FXpartners without notice, and a new revision of this Agreement shall take effect when posted online at the web address given in this paragraph unless otherwise stated in the new revision of this Agreement.

If the Publisher does not agree to any provisions of this Agreement, the Publisher must not use FXpartners Services. If the Publisher does not agree with any of the amendments made by FXpartners, the Publisher shall cease to use any FXpartners Services.

PARTNER NETWORK. NETWORK PARTICIPANTS.

The Affiliate Network legally operates the domain <https://fxpartners.pro/> ("Domain") and has legal rights to provide Webmasters with services related to the use of the System.

Traffic source– an advertising platform on which it is possible to place AIM and available using the Internet.

Personal Area– the part allocated to the Webmaster within the System, accessible from using an individual login and password, used to reflect the actions of the Publisher, the Transactions made, the calculation of the remuneration due to the Publisher.

Offer– the Advertiser's offer placed in the System to provide services for attracting the attention of Internet users to the services or products of the Advertiser in order to carry out Transactions by users. **THE TERMS OF THE OFFER ARE MANDATORY TO BE IMPLEMENTED BY THE WEBMASTER IN ADDITION TO THE RULES.**

Advertiser– the person who determined the terms of the Offer and who is the customer of services for Affiliate network.

AIM- advertising and information materials of any kind (static, animated, graphic, text-graphic, questionnaire, application, etc., having a link to a website specified by the Advertiser or another link that allows to attribute the user's action on the Traffic Source to a completed Transaction and charge the Webmaster a fee for such a Transaction.

System- a complex software product, access to which is possible with using the Domain and the Personal Account, which allows you to place and maintain Offers, generate statistics on Transactions and calculate the remuneration of Partners, track Fraud, and perform other actions necessary to fulfill the Agreement.

Transaction– the target action of the Internet network user determined by the Advertiser, for which the Affiliate Network and the Webmaster are entitled to remuneration. In general, the reward is calculated based on the number of target actions (transactions) received, either as a fixed amount for each target action, or as a percentage of the cost of the product received by the user from the Advertiser. The amount of remuneration for each Target Action or the formula for its determination is indicated in the Offer parameters.

Fraud– low-quality traffic imitating a Transaction or assigning Webmaster A transaction that is actually secured by another person or linked to organic traffic.

SUBJECT OF THE AGREEMENT

The Publisher undertakes to place the AIM of Advertisers on the Internet on Traffic Sources legally used by the Publisher in order to attract the attention of Internet users to such AIM and ensure the completion of Transactions, and the Affiliate Network undertakes to pay the Webmaster a commission in accordance with the terms of the Offers.

ACCEPTANCE OF THE RULES

Acceptance of these Rules by ticking the checkbox on the Domain is a necessary condition for the admission of the Webmaster to work with the Affiliate Network.

The Affiliate Network reserves the right to deny the access for Webmaster to work with the System at its own discretion and without explanation. Such decision of the Affiliate Network is final, the Publisher has no right to challenge this decision or demand any compensation for the refusal.

The Affiliate Network has the right to change the rules unilaterally at its own discretion, the Publisher undertakes to independently monitor the version of the Rules available on the Domain.

PROVISION OF INFORMATION. ADDITIONAL INFORMATION

The Webmaster undertakes to provide the Affiliate Network with only reliable information belonging to him. If it is revealed that the Webmaster has provided false information, the Affiliate Network has the right to immediately terminate this Agreement, block access to the Webmaster's Personal Account without paying the remuneration accrued at the time of blocking.

The Affiliate Network has the right to require the Publisher to provide the information necessary to pay the Publisher remuneration in accordance with the method of remuneration payment chosen by the Publisher in the Personal Account.

At the request of the Affiliate Network, the Publisher is obliged to immediately provide the Affiliate Network with information about the used Traffic Sources and AIM layouts.

PERSONAL ACCOUNT

After the Publisher accepts the Rules, the Affiliate Network provides the Publisher with access to an individual Personal Account. Access may be blocked if, as a result of an additional check, the Partner is refused to work with the Affiliate Network or in the event of a material violation by the Publisher of the Rules.

The login and password for the Personal Account are set by the Partner independently. The Partner is responsible for the safety of the login and password. Until the Affiliate Network receives a notification from the Webmaster about the compromise of the login and password, all actions in the Personal Account are considered to be carried out by the Webmaster, the Webmaster is responsible for such actions, and is not entitled to make claims to the Affiliate Network if any actions are performed in the Personal Account by the Webmaster or a third party.

The Publisher shall be responsible for the security of the selected means of access to their Personal Account and for the confidentiality of such means. The Publisher shall be responsible for any actions and their consequences in and with FXpartners Services through the Personal Account, including the voluntary transfer by the Publisher of information required to access the account to third parties on any conditions, including by contracts or agreements.

The Publisher shall promptly inform FXpartners of any instances of unauthorized access (i.e., access not allowed by the Publisher) to FXpartners Services through the Account and/or any breach, alleged breach, or suspected breach of confidentiality of the chosen means of access to the Publisher's account.

The Publisher shall not reproduce, duplicate or copy, sell, resell, or use for any commercial purposes any parts of FXpartners Services, including content available to the Publisher through Services, or access to

FXpartners Services, except when authorized by FXpartners or when directly stated in the user agreement for any Service.

Account and/or campaign termination. FXpartners may block or delete the Personal Account, as well as prohibit access through any account to certain FXpartners Services and delete any content without giving reasons, including if the Publisher violates the terms and conditions of this Agreement and/or the terms hereof.

FXpartners may at any time, in its sole discretion, immediately terminate this Agreement and/or any ads campaign with or without cause. FXpartners will make commercially reasonable efforts to notify you via e-mail of any such termination within a reasonable period.

Personal Account deletion. If the Publisher deletes his/her Personal Account, the Publisher will no longer be able to use FXpartners Services. If such an option is available, the Publisher may delete his/her account for individual Services.

PROMOTIONAL MATERIALS AND INTELLECTUAL PROPERTY

The use of AIM is determined by the rules of each specific Offer. If the Offer rules provide for the use of AIM provided exclusively by the Advertiser, the Partner is not entitled to change the AIM when placing them on their Traffic Sources. In case of violation of this obligation, the Partner is obliged to reimburse the Affiliate Network and the Advertiser for all losses and fines incurred.

The AIM provided by the Advertiser may be used by the Partner solely for use in order to provide services for a specific Offer to which the AIM data relates. The use of such AIMs in the interests of the Webmaster or third parties is prohibited.

If AIM is created by the Webmaster, the Webmaster undertakes not to use the trademark and trade name of the Affiliate Network, advertisers, imitate the websites of the Advertisers or use the branding of the Advertisers for their websites, register sites on the Internet, sites similar to the name of the Domain and sites of Advertisers.

The Partner does not receive any intellectual property rights to the Affiliate Network (including the Domain and the System) and advertisers, except for the right to use the AIM provided by the Advertisers or created by the Partner in accordance with the terms of the AIM Offers solely for the provision of services for a specific Offer.

OFFERS

The Webmaster agrees that the Affiliate Network, at its sole discretion, determines the Offers that are available to the Affiliate in the Personal Account. The Affiliate Network is not obliged to provide the Partner with access to all Offers posted in the System. The conditions of the Offers can be changed by the Affiliate Network unilaterally at the initiative of the Advertiser.

The Partner is obliged to independently monitor the conditions of the Offers in the System.

The Partner is obliged to independently monitor the suspension of offers in the system and take measures to redirect traffic to the active Offer of the System. The Affiliate Network will make reasonable efforts to inform the Publisher about changes in the conditions or operation of the Offers.

PROHIBITED TRAFFIC SOURCES

The Webmaster undertakes not to place AIM for the purpose of working on Offers on Traffic Sources (hereinafter referred to as prohibited traffic sources) that violate generally accepted standards of decency (erotic and pornographic materials), as well as calling on citizens to violence, aggression, terrorism, other actions, and containing information and information that violates the applicable legislation, as well as the legislation of the country where the Advertiser is located and / or the place where the advertised activity is carried out / the place where the advertised goods are sold. Additional restrictions on Traffic Sources may be contained in the terms of a particular Offer, they are also mandatory for the Publisher.

When ensuring that users make Transactions, the Webmaster undertakes not to use Fraud, that is, any fraudulent actions against the affiliate network, webmasters and users. Fraud is a prohibited source of traffic.

When using incentivized and fraudulent traffic, the webmaster's account is blocked without the possibility of withdrawing funds from the entire account and subsequent unblocking.

WEBMASTER REMUNERATION

The Affiliate Network undertakes to pay the Publisher a fee for the Transactions secured by the Publisher. The terms of payments and the necessary documents for making payments for Webmasters, legal entities and individual entrepreneurs are indicated in the agreements between them and the Affiliate Network, which are concluded in addition to these Rules.

Remuneration is paid only for Transactions recognized by the Advertiser as duly completed and paid by the Advertiser.

The amount to be paid to the Webmaster is reflected in the Personal Account based on the statistics of the System. These amounts are final, System statistics

is the only source of remuneration calculation recognized by the parties. No interest is accrued or paid on the amount of remuneration.

Depending on the method of remuneration payment chosen by the Publisher, commissions from banks and payment systems may be deducted from the Publisher's remuneration. The minimum amounts of remuneration payable can also be set and changed at the sole discretion of the Affiliate Network. If the amount of the Publisher's remuneration is less than the applicable minimum amount specified in the personal account, the remuneration will not be paid until the amount equals or exceeds the applicable minimum amount.

The Affiliate Network is not a tax agent of the Webmaster, the Webmaster pays taxes on his own income. In the event that the Affiliate Network was unable to pay the remuneration to the Webmaster due to the Webmaster providing incomplete or incorrect data for payment, the costs of the Affiliate Network for an unsuccessful payment can be deducted from the remuneration payable to the Partner, such write-off will be reflected in the Personal Account.

If Fraud is detected, the Affiliate Network deducts the amount of remuneration accrued for Fraud from the Publisher's remuneration. In the event that the Fraud fee has already been paid earlier, the Affiliate Network has the right to deduct such an amount from the current amount of the Partner's fee reflected in the Personal Account. If the amount in the Personal Account is not enough to write off the amount for Fraud, the Affiliate Network has the right to demand that the Webmaster return the missing amount to the Affiliate Network, and if it is not returned within the agreed period, it has the right to recover such an amount from the Webmaster in court.

The Partner undertakes to comply with applicable laws regarding the prevention of money laundering and the financing of terrorism. The Partner undertakes to immediately provide the Affiliate Network with the documents and information necessary to comply with the said legislation. In case of suspicion of non-compliance by the Partner with such legislation, the Affiliate Network has the right to freeze any payments to the Publisher.

Possible methods of remuneration payout, minimum payout amounts and applicable payout fees may be changed by the Affiliate Network at its sole discretion. The webmaster is obliged to independently track changes in the Personal Account.

Payment of an amount less than the established minimum amount for payment is possible only with the condition of simultaneous deletion of the Webmaster's account without the possibility of recovery. The Publisher hereby confirms that he understands and accepts this condition, and if the Publisher sends a request for withdrawal of an amount less than the established minimum amount for payment, he thereby confirms his consent to the deletion of his account without the possibility of recovery.

RESPONSIBILITY

The Webmaster undertakes to reimburse the Affiliate Network for any amount of fines and losses incurred by the Affiliate Network and Advertisers in connection with the Webmaster's failure to comply with applicable law and Offers when attracting a Transaction, including any fines of state bodies imposed on the Affiliate Network and Advertisers, including for violation of applicable law about advertising, personal data, protection of intellectual rights.

The Publisher undertakes not to take any actions that negatively affect the work of the Affiliate Network, and also not to respond negatively and not to publish on the Internet or on Traffic Sources available using

the Internet, messages, information, reviews containing negative reviews about the Affiliate Network, its owners, directors, employees, advertisers.

The webmaster undertakes to immediately eliminate advertisers' complaints regarding AIMs posted on the webmaster's source.

PERSONAL DATA

Please note that we need to collect certain information due to requirements of applicable law or regulation and if such information is not shared with us, you may be unable to access our website or receive Services.

The basis for processing is the existence of a contractual relationship between the Webmaster and the Affiliate Network.

The Affiliate Network does not disclose the Partner's personal data to third parties, except in cases of legitimate requests from state authorities, and also except in cases of the Advertiser's request in case of detection or reasonable suspicion that the Partner has committed Fraud or violation of the law or the terms of the Offer.

The Publisher consents to the Affiliate Network to communicate with the Publisher from the Affiliate Network using the contact details specified by the Publisher (including email, phone, instant messengers), including informing about new Offers and changes in the terms of existing Offers, changes in the Rules and conditions for paying remuneration.

If, under the terms of the Offer, the Partner processes personal data of Internet users (including recording, systematization, accumulation, storage, clarification (updating, changing), extraction, use, transfer (provision, access), depersonalization, blocking, deletion, destruction) the Partner undertakes to maintain confidentiality and ensure the security of users' personal data during their processing and undertakes to ensure that user consents are obtained for the processing of personal data and their transfer to the Affiliate Network and the Advertiser, to the extent necessary for each Transaction.

The Partner undertakes to provide users' consent to the processing of personal data collected in favor of the Affiliate Network and the Advertiser, as well as information about the source of obtaining such consent at the request of the Affiliate Network within 3 (three) business days from the date of receipt of the request from the Affiliate Network via any available communication channel.

The Partner undertakes to ensure the storage of user consents to the processing of personal data for 3 (three) years from the date of receipt of such consents.

The Partner undertakes to take the necessary legal, organizational and technical measures to protect the personal data of users from unauthorized or accidental access to them, destruction, modification, blocking, copying, provision, dissemination of personal data, as well as from other illegal actions in relation to personal data.

The Partner guarantees the presence on the Traffic Sources used to work with the Affiliate Network of the text of user consent to such a transfer, the technical possibility for sending such consent, and also that when sending personal data, consent is not given by the user automatically and requires the user to first read the text of consent.

For more information on how we use and collect you personal data please check our [Privacy Policy](#).

TERMINATION

Either party has the right to withdraw from the Agreement unilaterally at any time, providing the Affiliate Network with a notice via email at least thirty (30) calendar days prior to supposed termination date.

If the Partner violates the Rules, the Affiliate Network has the right to withdraw from the Agreement without prior notice and immediately, while the Webmaster's access to the Personal Account and payment of the commission may be blocked.

OTHER PROVISIONS

In the event that a dispute arises and cannot be settled by the Parties in an amicable way within a period exceeding 30 days of first raising the issue in written form or via email, all disputes shall be governed by the laws of local State of FXpartners (or its affiliates, if otherwise not mentioned in the contracts between the Parties) and shall be subject to the exclusive jurisdiction of the court chosen by FXpartners in case of any disputes.

Nothing in this Agreement shall be interpreted as an agency, partnership, mutual activities, employment, or any other relations not directly stated in this Agreement.

If, for any reason, one or several provisions of this Agreement are declared invalid or unenforceable, the provision or provisions shall be severable, and the declaration shall not affect the validity or enforceability of the remaining provisions hereof.

The Affiliate Network shall have the right to terminate this Agreement immediately and without notice if you do not fulfil a material obligation defined in this Agreement.