



AFFILIATE AGREEMENT

Affiliate Agreement

PocketOption Investments Limited

Last revised on 20th June 2019

This **Affiliate Agreement** (hereinafter referred to as **Agreement**) is concluded between Gembell Limited, (hereinafter referred to as **Company**) and an individual or an entity who has opened an **Affiliate Account** with the **Company** (hereinafter referred to as **Affiliate** or **Partner**) in the manner and on terms regulated by this **Agreement**, which is available on the **Company's** official website: <https://www.pocketoption.com> (hereinafter referred to as **Website**).

This **Agreement** is an electronic document and does not require to be signed. The **Agreement** can be translated into languages represented on the official **website** of the **Company**. The translated versions can be used for information only. In case of any discrepancy between the English version of this Agreement and a translation, the English version shall take precedence.

This **Affiliate Agreement** comes into force from the date of full and unconditional acceptance of this **Agreement** (i.e. confirmation from the person who received the offer of his/her consent to enter into this **Agreement**).

The **Agreement** is accepted by the **Affiliate** if he/she does the following:

- Completes the registration form in order to open an **Affiliate Account** or uses the simplified [registration form](#) on the **Company's website**;
- Is familiarized with the terms and accepts this **Affiliate Agreement**.

Glossary

Company — a legal entity, responsible for transactions and payment settlement with an **Affiliate** in accordance with this **Affiliate Agreement**.

Affiliate — the **Company's** partner registered in the **Affiliate Program** having the rights and obligations as described in this **Affiliate Agreement**.

Sub-Affiliate — a new member of the **Affiliate Program**, who registered an **Affiliate Account** using the **Affiliate Link** of the existing **Partner**.

Active Affiliate — a **Partner** having at least three FTD (first time deposits by referred clients) for the past 30 days counted every **Settlement Date**.

Archived Affiliate — an **Affiliate Account** that has been archived for the lack of minimum 3 FTD requirement for the past 30 days counted every **Settlement Date**.

Affiliate Code (ID) — a unique code consisting of 9–10 symbols that are added to the main affiliate link. The **Partner** receives his affiliate code immediately after registration of the **Affiliate Account**.

Affiliate Link — a unique link consisting of two parts: the link to the **Company's** website (the link can lead to any page on the **Website**) and the affiliate code (for example: <https://www.pocketoption.com/?a=11111111>). A Client using an **Affiliate Link** to register an account with the **Company** will be automatically assigned as a **Referral** to the appropriate **Partner** based on the unique **Affiliate Code (ID)**.

Referral — a client who registered a trading account with the **Company** using an **Affiliate Link**.

Sub-Referral — a client who registered a trading account with the **Company** using an **Affiliate Link** of a **Sub-Partner**.

Referral Group — a total number of **Referrals** registered using an **Affiliate Link** of the same **Partner**.

Active Referral — a client that successfully passed automatic activity checks for the platform usage (performing trading and financial activity, browsing help section, demo trading, chatting, account verification, etc.).

Auto-referral — a form of violation of this **Agreement** in the case an **Affiliate** is receiving a commission from the trading account(s) registered under the **Affiliate** or his/her **Affiliated Parties**.

Affiliated Parties — an **Affiliate**, his/her relatives or other individuals who are directly related and/or share any personal information with the **Affiliate** (passport details, address, telephone number, email, IP address, security settings, etc.).

Affiliate Campaign — a type of the affiliate plan provided by the **Company** that is available to an **Affiliate** for attracting Referrals and receiving a specified **Commission Fee**.

Commission Fee — a compensation paid by the **Company** to the **Affiliate** in accordance with the **Affiliate Agreement**. Based on the [fee schedule](#), the commission depends on the number of **Active Referrals**, **FTD** amount and overall trading and financial activity of the **Referrals** and overall **Company's Profit**.

Company's Profit — a **Company** net income minus transaction processing costs by payment systems.

Hold — an estimated **Commission Fee** amount that is recalculated regularly reflecting the dynamic changes in **Referrals'** trading and financial activity.

Settlement Date — every Monday unless specified individually.

Payout — the final **Commission Fee** recalculation for the **Active Affiliate**, occurring on the current **Settlement Date** for the previous period (before the previous **Settlement Date**).

Balance — the **Commission Fee** amount available to the **Affiliate** upon **Payout**.

Trading Account — a specialized account on the **Company's** server that enables the **Client** to conduct **Trading Operations**.

Affiliate Account — a specialized account on the **Company's** server that enables the **Affiliate** to create **Affiliate Campaigns**.

FTD — a first time deposit by a **Referral**.

Hedged Transactions — trading operations on the same trading instrument and volume placed in both directions (call and put option contracts that share same expiration time).

Order — a unique identification number, assigned to each trading operation on the platform.

Cashback — a pre-set by a **Partner** percent of the **Affiliate Commission Fee** that is automatically returned to **Referral**.

1. General Provisions

1.1. An **Affiliate** is a client of the **Company** exercising the rights and obligations as described in the [Public Offer Agreement](#) and [AML Policy](#).

1.2. Each member of the **Affiliate Program** shall comply with the terms of this **Affiliate Agreement**.

1.3. The **Affiliate** shall act and represent him/herself to the third parties only as a client of the **Company**. The **Company** is solely entitled to assess the **Referrals'** performance.

1.4. The **Affiliate** and the **Company** assume the contractual responsibility to observe the interests of the **Referrals** when conducting trade transactions with the instruments and under the terms offered by the **Company**.

1.5. The **Affiliate** acknowledges and accepts the responsibility for the payment of all taxes and fees which may arise from the performance of commercial activities.

1.6. The **Affiliate Program** is designed to compensate **Partner** for referring new active clients to the **Company**.

1.7. An **Affiliate** and **Affiliated Parties** cannot become a **Referral**. Such account will be removed from the list of the **Partner's** referrals without compensation.

1.8. The **Company** guarantees that the information provided by an **Affiliate** and/or a **Referral** upon registration is confidential and is not subject to disclosure. The **Company** does not provide information on trading or financial activity of the clients.

1.9. The **Affiliate Code (ID)** is automatically assigned to the client's profile upon account registration with the **Company** via an **Affiliate Link** of the **Active Affiliate**. The **Affiliate Code (ID)** is applied to all subsequent trading and financial activity of the **Referral**.

1.10. A **Client**, who does not belong to any **Referral Group**, can join a **Referral Group**, upon contacting the **Company's** support service directly.

1.11. The **Referral** account cannot be transferred from one **Referral Group** to another.

1.12. If the **Referral** registered an account with the **Company** prior to the **Partner's** registration in the **Affiliate Program**, the **Referral's** account cannot be transferred into the **Referral Group** of this **Partner**.

1.13. An **Affiliate** that has not provided a minimum of 3 **FTD** (first time deposits by new **Referrals**) for the past 30 days prior to every **Settlement Date** becomes **Archived**.

1.14. Depending on the **Referrals'** activity and the **Affiliate Campaign**, **Hold** for the **Archived Affiliate** account may continue to update, however, the **Archived Affiliate** does not receive **Payout**.

1.15. An **Archived Affiliate** can be restored upon providing a minimum of 3 **FTD** in the span of 30 days prior to every **Settlement Date**.

2. Rights and Responsibilities of the Partner

2.1. An **Affiliate** is entitled to receive the **Affiliate Commission Fee** for **Active Referrals** that belong to the **Partner's Referral Group**. The amount of the **Commission Fee** and payout terms depend on the **Affiliate Campaign** which are specified in the [fee schedule](#).

2.2. The **Affiliate Commission Fee** is transferred into the **Affiliate** account **Balance** and may be used by the **Partner** at his/her own discretion either for withdrawal or for internal transfer to his/her trading accounts (if available).

2.3. An **Affiliate** has the right to create personal affiliate network(s) by attracting new affiliates (**Sub-Affiliates**).

2.4. The **Affiliate** acts as an intermediary between the **Company** and the **Referrals**, offering and explaining the services provided by the **Company**, improving their quality.

2.5. An **Affiliate** mustn't direct or influence **Referrals** in terms of trading activity or give investment advice in any form, unless **Referrals** provided a written consent in a form acceptable by the **Company**.

2.6. An **Affiliate** has the right to: plan and conduct marketing and advertising campaigns independently (having previously agreed with the **Company** via email to partner@pocketoption.com); place links to the **Company's** website (including referral links), as well as banners provided by the **Company**; engage in other activities stipulated by this **Agreement**.

2.6.1. The **Company** does not compensate for any expenses related to such activities. All consequences and expenses are entirely assigned to the **Affiliate**. It is strictly prohibited to use advertising materials that are copyright protected by the **Company**, without the prior consent from the **Company**. If such violations are discovered, the **Company** has the right to unilaterally terminate the **Agreement** and cancel unpaid commission.

2.7. The **Affiliate's** primary task is to attract new clients (**Referrals**).

2.8. An **Affiliate** shall provide, if requested by the **Company**, precise and accurate information on the activities carried out, the ways and methods used for attracting clients (**Referrals**); give the **Company** access to marketing campaign settings (Google AdWords, Facebook Ads, etc.) to examine and evaluate the compliance with the terms of this **Agreement**.

2.8.1. In the case of the **Affiliate's** refusal to provide the required information and/or access to the marketing campaign settings, the **Company** reserves the right to stop paying the affiliate **Commission Fee** and cancel the previously paid commission.

2.9. An **Affiliate** shall ensure that his/her activities fully comply with the legislation of the country where they are conducted.

2.10. An **Affiliate** shall inform the **Referrals** about the legal entity and the services it provides if the Partner acts as a representative of a legal entity.

2.11. Upon the **Company's** request, the **Affiliate** undertakes to provide the copies of identification documents at the **Company's** discretion (including notarized documents), and guarantees that all information provided to the **Company** is true, up-to-date and complete. An **Affiliate** shall inform the **Company** about any changes in personal or contact details within three business days.

2.12. An **Affiliate** has no right to use unfair methods or methods that are inconsistent with the established norms of legal ethics in order to attract **Referrals**, including:

- A. The use of Spam including personal messages in social media, newsletters i.e. promotional mailing, if the owner of email address did not express consent to receive such newsletters;
- B. Any type of illegal activity including but not limited to the use of malicious programs or scripts, pop-up advertising, etc.;
- C. The use of any form of motivation for the traffic (traffic boost), except those allowed and provided by the **Company**;
- D. Promotion of any form of fraudulent activity, trading violations, bonus speculation, including but not limited to the violations mentioned in the [Public Offer Agreement](#);
- E. The placement of **Affiliate** links on the websites containing or referring to information contradicting the concept of morals and ethics;
- F. Other that can undermine the **Company's** established positive image.

2.13. An **Affiliate** may not register or use any names of companies, his/her own products or services, domain names or any other identification means that may be confused with the ones of the **Company**, the **Website** and available services without prior written consent of the **Company**.

2.13.1. In case of a violation of the clause **2.13**, the **Affiliate** undertakes to transfer the right of ownership, disposal and use of the aforementioned names, domain names and any other identification means to the **Company** at the **Company's** request.

2.14. An **Affiliate** shall know the information related to the **Company's** resources and services, inform the **Referrals** of all relevant updates made to these resources; provide the **Referrals** with exhaustive information, as well as inform the **Company** about any problems concerning trading operations which the **Affiliate** cannot solve independently.

2.15. Provided that the **Affiliate** complies with all the terms of this **Agreement**, the **Company** gives the **Affiliate** a limited, nonexclusive, revocable right to search for markets, display, conduct, copy, transfer and promote the advertising and marketing campaigns of the **Company**.

2.16. An **Affiliate** acknowledges and recognizes any existing high risks of losses arising from investment activities carried out by **Referrals** through the **Company**, accepts and agrees to fully comply with the **Company's** requirements to inform the **Referrals** about the aforementioned risks while offering and explaining the **Company's** services.

2.17. An **Affiliate** has a right to specify the percent of the **Commission Fee** that will be automatically returned to **Referrals** (**Cashback**).

2.17.1. **Cashback** is not provided for Deposit Sharing and CPA **Affiliate Campaigns**.

2.17.2. An **Affiliate** is held solely responsible for ensuring the necessary amount of funds in his/her accounts on the established due date in order to settle with his **Referrals**.

3. Rights and responsibilities of the Company

3.1. The **Company** shall:

- A. Pay a **Commission Fee** to the **Affiliate** in the amount and according to the terms set within this **Agreement**;
- B. Accept **Referrals'** payments into the **Company's** accounts and bear all risks and responsibility for settlements with the **Referral** according to the [Public Offer Agreement](#);
- C. Open trading accounts with the **Company** for **Referrals** who have been attracted by the **Affiliate** under general conditions and in accordance with the [Public Offer Agreement](#);
- D. Provide services to the **Referral** allowing to conduct trading and non-trading operations on the platform using identification data (username and password) provided in accordance with the [AML and KYC Policy](#);
- E. Provide technical support to the **Affiliate** and the **Referral Group** through the available means of communication and within working hours specified on the **Company's** website.

3.2. The **Company** reserves the right to:

- A. Deny registration of the **Affiliate** at its discretion without providing any explanations;
- B. Cancel the **Commission Fee** for **Auto-referral** transactions;
- C. Cancel the **Commission Fee** in the case of investigations conducted by the **Company** due to the suspicious activity of a **Referral**;
- D. Cancel the **Commission Fee** in cases when the **Referral** violates the provisions of the [Public Offer Agreement](#) and the [AML and KYC Policy](#), or this **Agreement**.

3.3. The **Company** has the right to request from the **Affiliate** access to the URL-links and resources used to host the **Affiliate Link**. In case of failure to provide the requested information or in case of detected violation of the conditions specified in the Sections 2.5–2.16 of this **Agreement**, the **Company** has the right to deny **Affiliate** registration or terminate the existing **Affiliate Account**.

3.4. The **Company** has the right to exclude from the **Referral Group** the **Referrals** who are being investigated for fraudulent activity, or those who do not comply with the terms of the [Public Offer Agreement](#) and the [AML and KYC Policy](#).

3.5. If the **Company** detects that **Affiliate** violates sections 2.5–2.16 of this **Agreement**, the **Company** reserves the right to unilaterally terminate this **Agreement** and cancel the unpaid commission.

4. Responsibilities of the Parties

4.1. The **Affiliate** is informed and agrees that the **Company** shall not be liable for the **Affiliate's** acts and/or expenses.

4.2. The **Affiliate** guarantees to the **Company** protection against various liabilities, costs, damages, which may occur both directly and indirectly due to the failure of the **Affiliate** to fulfill his/her obligations under this **Agreement** and the [AML and KYC Policy](#).

4.3. The **Affiliate** guarantees that the information he/she provides to the **Referrals** and to the **Company** is true and accurate.

4.4. The **Affiliate** guarantees that he/she will not use either design of the **Company's** website or any of the copyright-protected elements (including full or partial copying of the content or structure), or the logo and banners without a written agreement with the **Company**.

4.5. The **Affiliate** agrees that he/she bears full responsibility for the confidentiality and the use of any secret information necessary to access the **Company's** services and ensures the protection of secret information and passwords used within the **Company**. The **Affiliate** has full responsibility in case of the loss or transfer of this data to third parties.

4.6. The **Affiliate** agrees that the **Company** is not responsible for the malfunction of the telephone network, Internet, or any other services provided by third parties, as well as for events and circumstances beyond the control of the **Company**.

4.7. The **Affiliate** agrees that in accordance with the anti-money laundering policy the **Company** has the right to request the **Affiliate's** payment account details and impose withdrawal restrictions so that the funds can be only transferred to the payment account details specified by **Affiliate**. If the **Affiliate** refuses to provide the required payment account details, the **Company** has the right to suspend all operations on the **Affiliate Account** until the requested information is provided.

4.8. The **Company** shall under no circumstances be held liable for any actions of the **Affiliate** commits in violation of the terms of this **Agreement**. The **Company** does not reimburse the **Affiliate** for lost profits, damages incurred as a result of losses, moral damage, etc.

4.9. The **Company** at its own discretion may provide information and advice to the **Affiliate**, however, the **Company** will not be held liable for any consequences, losses, or profit gained as a result of such advice or recommendations.

4.10. All communication between the **Company** and the **Affiliate** is considered confidential. The **Affiliate** undertakes not to disclose the terms of the partnership, the information received in correspondence and any other information and instructions received from the **Company**.

5. Affiliate's Commission Fees

5.1. The **Affiliate** receives a **Commission Fee** in accordance with the selected **Affiliate Campaign(s)** and the conditions specified in the [fee schedule](#).

5.2. The amount of the **Commission Fee** based on the **Referrals'** activity also depends on the **Affiliate** level. The **Affiliate** level is determined by the number of **FTD** per month.

5.3. **Commission Fees** are transferred to the **Affiliate's Account** if a transaction carried out by a **Referral** does not contradict the [Public Offer Agreement](#) and [AML and KYC Policy](#). If a transaction is recognized as invalid, it will be canceled, and the **Commission Fees** will not be paid to the **Affiliate**.

5.4. The **Affiliate** receives the **Commission Fees** only for qualified operations that were carried out by using **Referral's** own funds (real funds). The **Commission Fee** is not paid for the operations carried out by using **Referral's** bonus funds (if available).

5.5. The **Commission Fee** calculation for **Affiliate Campaigns** based on the trading turnover is carried out by applying the real funds to bonus ratio for a **Referral Group** sharing the same **Referral Link**.

5.6. The **Commission Fee** calculation for **Affiliate Campaigns** based on the trading turnover depends only on the net turnover, excluding bonus funds and hedged trades.

5.7. The **Referral** can not be moved from one **Affiliate Campaign** to another. In case the **Referral** has registered several accounts with the **Company**, only one account shall be considered as valid at the discretion of the **Company**.

5.8. If the **Affiliate** has not provided a minimum of 3 **FTD** for 30 days prior to every **Settlement Date**, the **Company** deems the **Affiliate** as **Archived** and reserves the right to suspend the **Commission Fee Payouts** without prior notice.

5.9. Commission Fee Payouts for Archived Affiliate may be resumed at the current rate starting from the next **Settlement Date** if the **Affiliate** has provided a minimum of 3 **FTD** for the past 30 days.

5.10. The **Affiliate** has the right to request a **Balance** withdrawal to the payment systems offered within the **Affiliate's Account**.

5.11. The **Affiliate** has the right to change the payment system previously used by contacting the support service or sending a request to partner@pocketoption.com.

5.12. The **Company** shall under no circumstances be held liable in case of an **Affiliate's** payment account details being changed without notifying the **Company** prior to a **Balance** withdrawal request.

5.13. The **Company** reserves the right to process the **Balance** withdrawal requests up to 5 business days from the date of receiving a request from **Affiliate**.

5.14. The **Company** reserves the right to increase the **Balance** withdrawal requests processing up to 14 business days in case the trading or non-trading operations carried out by the **Affiliate** or his/her **Referrals** require investigation for compliance with the [Public Offer Agreement](#), [AML and KYC policy](#), and this **Agreement**. In such cases the **Company** shall notify the **Affiliate** via contact details provided by the **Affiliate**.

5.15. The **Company** does not charge a **Balance** withdrawal fee for the **Affiliate's Account**. The **Affiliate** bears responsibility to pay any payment system fees arising when receiving **Commission Fee** from the **Company**.

5.16. The **Company** has the right to unilaterally amend payment conditions.

5.17. The amount of funds on **Affiliate's Account** is indicated in USD; accordingly, all the settlements with an **Affiliate** shall be made in USD.

5.18. In case of a dispute concerning a **Referral** for whom the **Commission Fee** has been paid out, the **Company** reserves the right to withhold the disputed amount from the current **Balance** or the upcoming **Commission Fee**.

5.19. The **Company** reserves the right to suspend and/or cancel **Commission Fee** in cases when a **Referral** shows no activity on the platform except fulfilling the necessary conditions for the **Affiliate Commission Fee** generation, i.e. "motivated traffic (boosted traffic)" or the use of bots. With numerous recorded cases of such traffic, the **Company** may unilaterally terminate the contract with **Affiliate**.

6. Procedure of Handling Claims and Disputes

6.1. Parties shall settle disputes peacefully using the communication channels available (support desk, email, chats, etc.).

6.2. The **Company** accepts the **Affiliate's** claims, arising out of this **Agreement**, only in writing and no later than three business days from the date when the disputed case takes place.

6.3. A claim shall be submitted by email to partner@pocketoption.com. Information indicated in the claim cannot be disclosed to third parties. Claims submitted in any other way will not be accepted.

6.4. A claim shall be reviewed by the **Company** within 14 business days. If a claim is proven to be well-grounded, compensatory payment to the **Affiliate Account** is made within three business days from of approval of the claim.

6.5. An **Affiliate's** claim shall contain the following details:

- A. Full name;
- B. Email address of the **Affiliate Account**;
- C. Date and time of a dispute;
- D. Transaction number or other specific case identifier;
- E. Description of the claim without emotionally charged details. Claims submitted in any other way are not accepted.

6.6. The **Company** has the right to reject the claim if:

- A. a claim does not comply with sections **6.2**, **6.3** and **6.5**;
- B. a claim contains profanities and/or insults to the **Company** or its employees;
- C. a claim contains a threat to the **Company** or its employees;
- D. the **Affiliate** threatens to denigrate the image of the **Company**.

6.7. If a disputed situation is not covered by the terms of this **Agreement**, the final decision in regards of the dispute will be taken by the **Company** on the basis of common practice and legal ethics.

7. Changes in the terms of the Agreement, termination of the Agreement

7.1. The **Company** has the right to change the terms of this **Agreement** by updating this **Affiliate Agreement** on the **Company's** website without prior notification. All changes come into force instantly.

7.2. This **Agreement** is terminated if the **Affiliate** violates the conditions specified in this **Agreement**.

7.3. The **Company** has the right to unilaterally, without explanation, terminate the **Agreement** with the **Affiliate**. Termination of this **Agreement** does not cancel obligations of the **Company** or the **Affiliate** that have arisen prior to termination under this **Agreement**.

7.4. The **Affiliate** has the right to terminate this **Agreement** by sending a termination request notice to the email partner@pocketoption.com. Obligations of the **Company** are deemed to be fulfilled after full settlement with the **Affiliate**.

7.5. In the event of the **Affiliate's** death or legal incapacitation:

- A. The **Affiliate's** legal heirs will have the right to withdraw the **Balance** funds from the **Affiliate Account**;
- B. The right to use the **Affiliate Account** and to conduct operations in the financial market is not heritable.