

Affiliate Program Agreement

This Affiliate Program Agreement (“Agreement”) sets forth the terms and conditions of your use of the DipSway Affiliate Program (“Affiliate Program”) between you and us. In this Agreement “you”, “your”, or “referrer” refer to individual or entity who wishes to participate in the Affiliate Program. “We”, “us” and “our” refer to (“DipSway”).

This Agreement explains our obligations to you and sets out your obligations to us for the Affiliate Program offered by DipSway. By submitting your application and by your use of the Affiliate Program, you agree to comply with all of the terms and conditions set out in this Agreement.

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

1 Description of the Affiliate Program

1.1 To enrol and participate in the Affiliate Program, you must be a natural person with full active legal capacity or a legal person and have an active DipSway account, subject to and in compliance with the requirements of any agreements you have with DipSway, such as DipSway Terms and Conditions and this Agreement.

1.2 The Affiliate Program allows you to provide a platform for advertising DipSway via your “website” or “publishing location” (such as an electronic newsletter or blog), thereby driving traffic to DipSway platform on <https://dipsway.com> (also “Platform”), whereby you may earn a portion of the revenue generated (“Commission”) if a person that is not you or one of your related persons (“Visitor”) becomes a paying user of DipSway services after being referred to the DipSway website from a specific internet hyperlink (“Link”) contained on your website or publishing location.

1.3 DipSway reserves the right, at any time, to review your placement and approve the use of Link and require that you change the placement or use to comply with the guidelines provided to you.

1.4 After being referred to the DipSway website from a Link contained on your website or publishing location, Visitors have thirty (60) days to complete their registration in order for your accounts to be linked. Should the Visitor click on another website or publishing location’s Link that is not controlled by you or related persons or return to the DipSway website via another source-coded advertising Link during the initial thirty (60) days, your Link will be overwritten, and you will not receive a Commission for that Visitor’s account. You are not authorized to modify or alter the Link or

the cookies in any way. DipSway is not responsible for any tracking or reporting errors that may result from any modifications to the Link or the cookies.

1.5 You are not eligible for any Commission derived from any persons referred to the Platform by relying on any materials, videos, content, deliverables, work product owned by or licensed to DipSway (such as its research, blog or social media materials) linked, published, used, exploited or posted on your website or publishing location.

1.6 It is entirely your responsibility to follow all applicable intellectual property and other laws that pertain to your site. You must have express permission to use any person's copyrighted material, whether it be a writing, an image, or any other copyrightable work. We will not be responsible (and you will be solely responsible) if you use another person's copyrighted material or other intellectual property in violation of the law or any third party rights.

2 Affiliate Restrictions

2.1 You acknowledge and agree that you shall not:

(a) use any ® or ™ trademark or mark owned by or licensed to DipSway, ® ™ trademark or mark owned by or licensed to DipSway with keywords or any misspellings in their domain names;

(b) engage in activities that DipSway determines, in its sole discretion, to be harmful to its customers, employees, operations, or reputation; or

(c) use a website or publishing location to market DipSway services or the Platform to any person whose enrollment with or use of the Platform would violate DipSway's Terms and Conditions.

(d) use more than one account for the purposes of participating in the Affiliate Program.

2.2 You also acknowledge and agree that your website or publishing location shall not:

(a) contain false, inaccurate or misleading information about DipSway products and services;

(b) in any way copy or resemble the look and feel of DipSway website or website content nor create the impression that Your website or publishing location is part of DipSway network of websites;

(c) engage in sending unsolicited commercial email ("spam") or indiscriminate advertising;

(d) violate any applicable law such as data transfer, data privacy, data security laws or any securities laws such as offering or promoting DipSway products and services in any jurisdiction in which they would be illegal or publishing or causing to be published any material that may be construed as an offer, solicitation, or recommendation to buy or sell securities or other investment products, or as investment, legal, financial or accounting advice;

(e) advocate, promote, or encourage violence or discrimination against any person, organization, or governmental entity;

(f) contain Links to websites containing any of the aforementioned content;

(g) cause any account linkage to be made that are not in good faith (such as using any device, program, robot iframes, or hidden frames, use cookie stuffing techniques that set the tracking cookie without the user actually clicking on the referral Link, etc.);

(h) state or imply that any of the information, content or data contained in your website or publishing location represents or reflects any views, advice or opinions of DipSway.

2.3 You acknowledge and agree that DipSway may terminate this Agreement if you, your website or your publishing location violates, as determined by DipSway in its sole discretion, any of the aforementioned restrictions or additional restrictions. DipSway also reserves the right to seek recovery of any or all Commission paid or payable to you or your related persons, and you hereby agree to such liability and repayment of such Commission if you, your website or your publishing location violates, as determined by DipSway in its sole discretion, any of the aforementioned restrictions or additional restrictions.

2.4 You represent and warrant that: (a) this Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms; (b) you have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform your obligations under this Agreement, without the approval or consent of any other party; and (c) you have sufficient right, title, and interest in and to the rights granted to us in this Agreement.

2.5 DipSway may, at its sole discretion, decline any party referred by you, decline anyone as a client and suspend or terminate, in whole or in part, any account or other business relationship with any of its clients (including any customer accepted by it as a client) at any time in its sole discretion.

3 Commission and Payouts

3.1 Commission shall be equal to 30% of the amount received from every purchase (net amount before deducting the applicable VAT) made by referred users on condition that you have the right to receive that Commission as defined in the Agreement. Any increase in your account's percentage will not lead to retroactive payments.

3.2 You will be entitled to a payout of Commission if all the below criteria are met:

(a) user makes a purchase of a new subscription plan and has paid in full;

(b) user's account remains active and in good standing;

(c) user's account has not had all of its payments refunded, charged back, or otherwise reversed.

3.3 You may request a payment when your balance reaches a minimum threshold of 25 EUR. For the avoidance of doubt, in case of partial refunds, chargebacks, or other similar returns, the respected proportion of the return to the user will be deducted from the amount accounted onto your balance.

3.4 Withdrawals may only be requested after 14 business days from the date of the previous withdrawal request. The processing time for the request shall fall within 21 days from the date of the request. The first withdrawal may only be requested after 35 business days from the date of the first subscription payment by your referral. The processing time for the first withdrawal is determined by DipSway's decision and may be extended at our sole discretion. Such reasonable extension shall not be treated as a breach of DipSway's obligation. You are responsible for providing DipSway with the full and accurate details that are required to remit the Commission and are solely responsible for any delays in payment resulting from its failure to do so.

3.5 Monthly and yearly purchases will be credited to your balance in full.

3.6 Commission shall be paid in EURO. DipSway will track all Commissions earned and may, at its sole discretion, decide not to pay any Commission to you should we believe that any referral has been made in violation of its guidelines, in any breach of this Agreement due to Visitor, user or customer fraud, or due to Visitor, user or customer contract cancellation or other illegal activity. It is your sole, and absolute duty to follow precisely this Agreement and its guidelines at all times. DipSway is under no obligation whatsoever to pay any Commission to anyone who does not strictly follow this Agreement and its guidelines, as modified from time to time.

3.7 It is your responsibility to declare, pay, or withhold taxes from your transactions with us, you agree to indemnify and hold us harmless from and against any claim arising out of your failure to do so.

4 Responsibility

4.1 As an affiliate, we provide you with the Links necessary to promote DipSway services, which you may display in any area of your website or publishing location as you wish. The Links will identify your site as a member of our Affiliate Program and will establish a Link from your website or publishing location to ours. You acknowledge and agree it is your sole responsibility to indicate your correct unique referral or affiliate ID in the promotional materials you use on your website or publishing location. You may promote the services that DipSway offers in any manner you choose unless it misleads Visitors about DipSway services.

4.2 DipSway will not be responsible for lost sales or lost opportunity to earn Commission due to any cause (such as technical difficulties or over-capacity including system overload or load shedding) preventing DipSway from registering any account, accepting deposits, executing trades, closing positions, or providing any other product or service to the Visitor. DipSway is also responsible for tracking referral sales and Commissions and providing this information to the referrer via activity reporting tool available within DipSway account.

5 Grant of Licences

We grant to you a non-exclusive, non-transferable, revocable right to (i) access our site through HTML links solely in accordance with the terms of this Agreement and (ii) solely in connection with such links, to use our logos, trade names, trademarks, and similar identifying material (collectively, the “Licensed Materials”) that we provide to authorize for such purpose. You are only entitled to use the Licensed Materials to the extent that you are a member in good standing of Affiliate Program. You agree that all uses of the Licensed Materials will be on behalf of DipSway and the good will associated therewith will inure to the sole benefit of DipSway.

6 Limitation of Liability

6.1 The Affiliate Program is provided on an “as is” and “as available” basis and the use of the Affiliate Program is at your own risk. DipSway makes no representations or warranties, either expressed or implied, with respect to the Affiliate Program, or any service or information provided through the Affiliate Program.

6.2 DipSway is not responsible for any damages, injury or economic loss arising from the use of Affiliate Program. Should any part of the Affiliate Program cause damage or inconvenience to your or anyone claiming through you, you assume responsibility and the entire cost for them.

6.3 Under no circumstances shall DipSway be liable for any direct, indirect, incidental, punitive, special, or consequential damages for any reason whatsoever related to this Agreement, your use or inability to use the Affiliate Program, the Platform, website(s), or the materials and content of the website(s) of DipSway or any other websites linked to such website(s) or your provision of any personally identifiable information to backend service 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 were reasonably foreseeable. Further, notwithstanding anything to the contrary contained in this Agreement, in no event shall DipSway's cumulative liability to you arising out of or related to this Agreement exceed the total Commissions paid to you under this Agreement.

6.4 The provision of this section determine the allocation of risks between you and us, and you agree and acknowledge that such allocation of risks and the limitations of liability specified herein are an essential basis of the bargain between you and us.

6.5 The above exclusions of liability shall be valid to the fullest extent permitted by law. Some jurisdictions do not allow the exclusion of certain warranties in certain circumstances. Accordingly, some of the limitations set forth above may not apply.

7 Indemnity

7.1 You are fully responsible for the due performance of your obligations under the Agreement and must compensate to us any and all damages caused by the non-performance or unsatisfactory performance of your obligations.

7.2 To the fullest extent permitted by applicable law, you agree to indemnify, hold and defend us, our officers, directors, shareholders, predecessors, successors in interest, employees, agents, clients and partners, harmless from any demands, loss, liability, claims or expenses, made against us by any and all third-party claims and liabilities arising out of or related to or in connection with your use of the Affiliate Program, DipSway's website and/or Platform, including any served content that is not provided by us, or your breach of any term of the Agreement. You shall notify us immediately of any matter which could result in any loss, claim, damage, expense or liability subject to indemnification under this section. Such notification will not release you from your indemnification duty. We reserve the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under this section.

8 Force Majeure

You agree that DipSway will not be held liable for costs, damages or losses caused by force majeure events, including but not limited to, government restrictions, exchange or market rulings, suspension or delay of trading, war, civil disturbances, earthquakes, strikes, equipment failure, communication line failure, authorized access, theft or any problem, technical or otherwise, which may prevent the referrer or the client referred from entering or modifying an order or prevent DipSway from an online transaction, or other events or conditions beyond DipSway's control, as determined and at the sole discretion of DipSway.

9 Termination

9.1 This Agreement shall commence with effect from the date your affiliate agreement application has been accepted by DipSway and shall continue until terminated by 7 days written notice given by either party to the other at any time and for whatever reason.

9.2 We may at any time with immediate effect terminate the Agreement if:

(a) we are required so by a facially valid subpoena, court order, or binding order of a governmental authority;

(b) you have failed to comply with any applicable laws, directives, rules and/or regulations;

(c) you have materially breached any other obligation of the Agreement and failed to remedy such breach within a reasonable time granted by us;

(d) you have committed fraud in your use of the Affiliate Program or abused this program in any way;

(e) in respect of you, a liquidator, receiver or administrative receiver is appointed, you are adjudicated as bankrupt, or declared as insolvent; or

(f) this opportunity is set forth in any other provision of this Agreement.

9.4 A termination notice must be sent by registered mail (with notice of delivery) or by e-mail, sent by you to support@dipsway.com or by e-mail from us to the e-mail address you have previously provided.

9.5 In any case of termination (with or without cause) you must refrain immediately from any further link and/or other marketing or promotional activity related to DipSway as an affiliate partner. Also, you must refrain immediately from using any trademark or other IPR material that is owned or associated with us as well as from using any confidential information

that we have become aware of due to your participation in our Affiliate Program.

10 Notices

You agree that we may communicate with you electronically any finance information 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 an email address that you have previously provided to us. Website and email notices shall be considered received by you within 24 hours of the time posted or sent.

11 Complaints

In case you have any complaints, or require additional support, please contact us by e-mail at support@dipsway.com. Our support team will get back to you within 48 working hours. If your inquiry requires a more detailed answer, it might take up to 30 working days for processing your request.

12 Governing law and jurisdiction

12.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Estonia without regard to its principles and rules on conflict of laws.

12.2 Any dispute arising out or in connection with this Agreement will be finally settled by the Arbitration Court of the Estonian Chamber of Commerce and Industry in Tallinn on the basis of the regulation of the aforementioned Arbitration Court. The arbitral tribunal proceedings will be conducted in English. The arbitration will be held by one arbitrator mutually agreed upon by the Parties, and if no agreement can be reached, then by one arbitrator who is chosen by the Council of the Arbitration Court of the Estonian Chamber of Commerce and Industry. Any claim under the Agreement must be brought within six (6) months after the cause of action arises, or such claim or cause of action is barred.

13 Miscellaneous

13.1 According to EU regulations, we do not accept partners from the Russian Federation and Belarus as well as referral traffic from these countries.

13.2 There is no relationship of exclusivity, partnership, joint venture, employment, agency or franchise between you and us under this Agreement. None of us has the authority to bind the each other (including the making of any representation or warranty, the assumption of any

obligation or liability and/or the exercise of any right or power), except as expressly provided in this Agreement.

13.3 Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law but, if any provision of this Agreement is held 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 remainder of this Agreement or any other provision hereof.

13.4 This Agreement, as amended from time to time according to its terms, constitutes the full and entire understanding and agreement between you and us regarding the subjects hereof and supersedes all prior agreements, arrangements, representations or promises, whether oral or written, as to its subject matter.

13.5 Our failure to insist on or enforce strict performance of the terms and conditions of the Agreement shall not be construed as a waiver by us of any provision or any right it has to enforce the Agreement, nor shall any course of conduct between us and you or any other party be deemed to modify any provision of the terms and conditions of the Agreement.

13.6 This Agreement, and any rights and obligations hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction, including without limitation to any third party. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of us and you, respective successors and permitted assigns.

13.7 A person who is not a party to this Agreement has no right to rely upon or enforce any term of this Agreement.