COLD FOREX

LEGAL DOCUMENT · CF-LEG-07

Affiliate Agreement

coldforex.com

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Contents

Article 1 Introduction and acceptance
Article 2 Definitions
Article 3 Eligibility
Article 4 Attribution of Referred Clients
Article 5 Commission
Article 6 Withdrawal of Commission
Article 7 Verification
Article 8 Rights of the Company
Article 9 Prohibited conduct
Article 10 Partner tools: links, bots and postbacks
Article 11 Taxes
Article 12 Changes and termination
Article 13 Limitation of liability
Article 14 Contact

ARTICLE 1

Introduction and acceptance

1.1 This Affiliate Agreement (the "Agreement") sets out the terms on which you may refer new clients to the Cold Forex Platform and earn commission (the "Programme"). It forms part of the Service

Agreement and should be read together with it, the Privacy Policy, the Non-Trading Regulations and the Payment Policy. By sharing a Cold Forex partner link or code, creating a link, connecting a bot or withdrawing commission, you accept this Agreement.

1.2 There is no separate partner registration. The Programme is part of your Cold Forex trading account: you take part with the same account, email and password or Google sign in. One person may hold one account and therefore one partner profile.

ARTICLE 2

Definitions

2.1 "Partner" means an account holder who takes part in the Programme.

2.2 "Referred Client" means a person who opens a new Cold Forex account through a Partner's link or by entering a Partner's code at sign up.

2.3 "FTD" means a Referred Client's first approved deposit.

2.4 "Commission" means the amounts credited to a Partner's Binary, Forex and Funded wallets under this Agreement.

2.5 "Live Account" means a Referred Client's real money account. Demo, tournament and funded accounts are not Live Accounts for the purpose of this Agreement.

ARTICLE 3

Eligibility

3.1 You must be at least 18 years old and hold a verified, active account in good standing.

3.2 You must not live in, or promote the Platform to residents of, a jurisdiction where the Platform is not offered, as listed in the Service Agreement.

3.3 Company employees and their household members may not take part.

ARTICLE 4

Attribution of Referred Clients

4.1 A Referred Client is linked to a Partner only when a new account is opened through that Partner's link or code. Existing accounts, closed accounts reopened, and accounts already linked to another Partner cannot be moved to you.

4.2 If a client follows links of several Partners, the link followed last before sign up applies, unless the client typed a code at sign up, in which case the typed code applies.

4.3 You may never be your own Referred Client. No Commission is earned on trades placed from a device or network you have used, or on any account used by you, by anyone acting for you or by

members of your household, and any Commission already credited from such activity is cancelled.

ARTICLE 5

Commission

5.1 Commission is earned in two wallets, at the rate of your level when it is earned:

(a) Revenue share (Binary and Forex): 50% to 80% of the net result of your Referred Clients' settled Binary trades and closed Forex positions on Live Accounts (losses less winnings), including trades opened by copy trading or trading bots, counted together and only up to the client's own money (approved deposits less withdrawals); losses and winnings of bonus money do not count. Winnings of your Referred Clients reduce this wallet by the same share and may take it below zero; nothing is released from it until later losses have covered a negative balance.

(b) Funded: 3% to 10% of each funded challenge fee paid by your Referred Clients. Resets are not included.

5.2 Levels go by the number of your Referred Clients who made an FTD: level 1 from 0, level 2 from 10, level 3 from 25, level 4 from 50, level 5 from 100. The current rates are shown on your Partner page.

5.3 No Commission is earned on demo accounts, tournaments, trading on funded accounts, transfers, bonuses or any activity the Company finds abusive. A trade matched with an opposite trade of another account (same amount, same time, same or a linked instrument) earns nothing while it is reviewed, and nothing at all if it is found to move money between accounts.

ARTICLE 6

Withdrawal of Commission

6.1 Commission is released once a week, every Saturday at 00:00 UTC (04:00 Dubai time); Commission earned after a release becomes available at the next one. Each wallet may be moved to your Live Account balance from $50.00 of available Commission, as often as you like. From there it may be withdrawn under the Payment Policy. A negative Binary wallet does not reduce your Forex or Funded wallets.

6.2 Commission is credited from the Company's records. Where a Referred Client's deposit is reversed, charged back or found to be fraudulent, or a trade or fee is cancelled or refunded, the related Commission is reversed, including after it was withdrawn, and may be deducted from your wallets or balance.

ARTICLE 7

Verification

7.1 The Company may at any time, before or after any Commission is credited or withdrawn, require you to verify your identity and address, prove the source and nature of your traffic, show your promotional material and channels, and provide any other information or documents it considers necessary.

7.2 Commission can only be moved from your wallets once your identity is verified. Until verification is completed to the Company's satisfaction, the Company may hold your wallets, withdrawals and Commission.

ARTICLE 8

Rights of the Company

8.1 The Company reserves the right, at its sole discretion and without prior notice, to:

(a) refuse, hold, reverse or cancel any Commission or Commission withdrawal, in whole or in part;

(b) reject, delay or reverse any withdrawal of funds that came from Commission, including from your Live Account;

(c) unlink Referred Clients from you where attribution is doubtful or breaches this Agreement;

(d) change your level, rates or the Programme's terms for the future;

(e) suspend or end your participation, and close your account under the Service Agreement.

8.2 Decisions of the Company on attribution, Commission and verification are final.

ARTICLE 9

Prohibited conduct

9.1 You must not, directly or through others:

(a) refer yourself, your other accounts, your household or accounts you control, or use more than one account;

(b) trade against, hedge with or coordinate trades with your Referred Clients, or offer them money, rebates or gifts to trade or lose;

(c) generate fake, automated, incentivised or misleading clicks, sign ups or deposits;

(d) send spam, or use unsolicited messages, pop-ups or adware;

(e) bid on Cold Forex brand names or misspellings in paid search ads, or present yourself as Cold Forex or its staff;

(f) promise profits, guaranteed returns or risk free trading, or hide the risks of trading;

(g) target minors, or people in jurisdictions where the Platform is not offered;

(h) use the Company's logos, names or materials in a way the Company has not allowed.

9.2 Any breach allows the Company to cancel all Commission earned in breach, recover Commission already paid and end your participation.

ARTICLE 10

Partner tools: links, bots and postbacks

10.1 Links, codes, QR codes, sub IDs, your Telegram bot and postbacks are provided as tools for your own tracking. You are responsible for everything your bot sends, for the content you publish, and for keeping your bot token safe.

10.2 Information about Referred Clients that the Programme gives you (trader IDs, countries, deposits, activity) may only be used to manage your referrals. You must not sell or share it, and you must handle it in line with the Privacy Policy and the law that applies to you.

ARTICLE 11

Taxes

11.1 You are responsible for any taxes on your Commission in your country of residence.

ARTICLE 12

Changes and termination

12.1 The Company may change this Agreement or the Programme at any time by publishing a new version on the Platform; changes apply from the date of publication. You may stop taking part at any time.

12.2 On termination for breach, wallets that are not yet withdrawn may be cancelled. On any other termination, the Company will settle earned Commission that was not obtained in breach of this Agreement.

ARTICLE 13

Limitation of liability

13.1 The Programme is provided as is. The Company is not liable for lost Commission caused by technical problems, tracking faults, cookie blocking or third party services, including Telegram and your own servers.

ARTICLE 14

Contact

14.1 Questions about this Agreement may be sent to support@coldforex.com.

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Questions: support@coldforex.com · coldforex.com