



# Affiliate Agreement

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# Affiliate Agreement

PocketOption Investments Limited. Last revised on 27th September 2023

This **Affiliate Agreement** (hereinafter referred to as **Agreement**) is concluded between **Infinite Trade LLC**, (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** when he/she completes the registration form in order to open an **Affiliate Account** or uses the simplified [registration form](#) on the **Company's** website.

## 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**Archived Affiliate** — an **Affiliate Account** that has been archived for the lack of minimum 3 FTD requirement for the past 30 days counted every **Settlement Date**.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=111111111>). 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**, his/her **Affiliated Parties**, or under a direct influence of the **Affiliate**.

**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 the same expiration time).

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

**Support Desk** — a special section (<https://affiliate.pocketoption.com/support>) located in the **Affiliate Account** and used to get help and/or contact the support service of the **Company**.

## 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 **Affiliates** for referring new active clients to the **Company**.

**1.7.** An **Affiliate** and **Affiliated Parties** cannot become a **Referral**. Such an 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 Desk**.

**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 FTDs (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 FTDs in the span of 30 days prior to every **Settlement Date**.

**1.16.** A new **Affiliate** starts to receive **Payout** automatically upon providing a minimum of 10 confirmed FTDs from **Active Referrals** (or other amount, specified within official communication channels by the **Company**).

## 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 the trading accounts.



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

**2.3.1.** **Sub-affiliate** program is available upon request via the **Support Desk** to approved **Affiliates** only.

**2.3.2.** **Sub-affiliates** remain active for up to 24 months and afterwards are disconnected from their parent accounts.

**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**); 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.

**2.6.2.** The use of apps and/or search ads by the brand name or **Company** name(s) is strictly prohibited, unless a prior arrangement has been made between the **Affiliate** and the **Company**.

**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 approved 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. Others that can undermine the **Company's** established positive image;
- G. False advertising and misleading of the potential **Referrals**.

**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.** The **Affiliate** undertakes not to use or promote 'cross-brand' traffic, defined as directing traffic from applications or websites that mimic the identity or design of well-known brands associated with the **Company's** activities. In the event of detecting the use of 'cross-brand' traffic, the **Company** reserves the right to terminate the **Affiliate's** account and suspend payments without prior notice.

## 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 FTDs 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 FTDs 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 FTDs 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 Desk**.

**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 10 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 official communication channels or 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 the **Affiliate's Account** is indicated in USD; accordingly, all the settlements with the **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 the **Affiliate** shows no activity on the platform except fulfilling the necessary conditions for the **Affiliate Commission Fee** generation: **Auto-Referral** violation, the use of "motivated



traffic (boosted traffic)" or bots, etc. With numerous recorded cases of such traffic, the **Company** may unilaterally terminate the contract with the **Affiliate**.

## 6. Procedure of Handling Claims and Disputes

**6.1.** Parties shall settle disputes peacefully using the communication channels available (**Support Desk**, 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 via the **Support Desk**. 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 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 to 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 **Support Desk**. 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. A. The **Affiliate's** legal heirs will have the right to withdraw the **Balance** funds from the **Affiliate Account**;
- B. B. The right to use the **Affiliate Account** and to conduct operations in the financial market is not heritable.