



**pocketpartners**

# **Affiliate Agreement**

Last revised on December 6, 2024



# Affiliate Agreement

**Last revised on December 6, 2024**

This Affiliate Agreement (hereinafter referred to as Agreement) is concluded between SSA DATAMOTION LTD registered under the laws of the republic of Cyprus with registration number HE 452520 (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.pocketpartners.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.

# 1. General provisions

1.1. The Company operates as a marketing intermediary facilitating cooperation between Affiliates and Advertisers through the PocketPartners platform. The Company does not own, operate, or control any trading platforms, software, brands, or financial services provided by the Advertisers.

1.2. The Affiliate acknowledges that all commercial relationships, financial transactions, settlements, and legal obligations related to affiliate activities are the sole responsibility of the Advertiser. The Company does not act as a financial institution, broker, or payment processor and does not provide financial, brokerage, or trading services.

1.3. The Affiliate enters into cooperation with Advertisers through the PocketPartners platform, and all matters regarding settlements, payment processing, verification requirements, and compliance obligations must be resolved directly with the Advertiser.

1.4. The Company provides Affiliates with technical tools, tracking systems, and marketing analytics but does not manage, influence, or intervene in the financial operations or business policies of the Advertisers.

1.5. All legal, tax, and regulatory compliance responsibilities rest with the Advertiser. The Company does not provide legal or financial guarantees regarding the accuracy of Advertisers' operations.

1.6. In the event of disputes related to financial transactions, settlements, compliance policies, or regulatory matters, the Partner must contact the relevant Advertiser directly.

1.7. The Company reserves the right to deny, suspend, or terminate an Affiliate Account if the Affiliate engages in activities deemed non-compliant with the Company's marketing policies.

## 2. Rights and Responsibilities of the Affiliate

2.1. The Affiliate is responsible for managing its own marketing activities and must ensure that all advertising efforts comply with applicable laws, ethical standards, and the terms of this Agreement.

2.2. The Affiliate may not misrepresent the Company's role in the affiliate relationship, including but not limited to claiming that SSA DATAMOTION LTD provides financial services, holds client funds, or acts as a regulatory authority.

2.3. The Affiliate is responsible for understanding and complying with the Advertiser's policies, including those related to marketing practices, payout conditions, and compliance requirements.

2.4. The Affiliate is prohibited from using misleading, deceptive, or fraudulent advertising practices, including but not limited to:

- a. False claims about Advertisers' services;
- b. Unauthorized use of third-party trademarks, brand names, or company logos;
- c. Promoting Advertisers through illegal or unethical means, including spam, forced redirects, or misleading landing pages.

2.5. The Affiliate is solely responsible for resolving tax obligations related to commissions earned under this Agreement.

2.6. If requested, the Affiliate must provide accurate and transparent reporting on marketing activities, including traffic sources and advertising strategies, to ensure compliance with the Company's marketing guidelines.

2.7. The Affiliate has no right to demand financial settlements, reimbursement of expenses, or contractual obligations from SSA DATAMOTION LTD beyond the scope of commission payments defined in this Agreement.

## 3. Rights and Responsibilities of the Company

### 3.1. The Company shall:

- a. Act as a marketing intermediary between Affiliates and Advertisers, providing a platform for collaboration but not bearing responsibility for transactions, settlements, or financial operations conducted by Advertisers;
- b. Pay Affiliate Commission Fees as per the agreed fee structure outlined in this Agreement;
- c. Provide marketing tools, tracking, and reporting systems to assist Affiliates in their promotional efforts;
- d. Offer technical support related to the functionality of the PocketPartners platform.

### 3.2. The Company explicitly states that:

- a. It does not own or control any trading platforms, financial services, or brands operated by the Advertisers;
- b. It does not engage in financial transactions, regulatory compliance, or legal obligations related to the Affiliate's cooperation with Advertisers;
- c. It is not responsible for payout delays, account verification processes, or compliance measures imposed by Advertisers;
- d. Any disputes regarding settlements, documentation, compliance policies, or regulatory matters must be addressed directly to the Advertiser.

### 3.3. The Company reserves the right to:

- a. Reject an Affiliate's application or terminate an existing Affiliate Account at its discretion;
- b. Suspend commission payments if fraudulent activity is suspected, pending an investigation;
- c. Request information about traffic sources, marketing methods, and promotional content to ensure compliance with the Company's marketing policies.

### 3.4. The Company may exclude Referrals from an Affiliate's Referral Group if fraudulent or non-compliant activity is detected.

### 3.5. The Company does not provide financial guarantees and assumes no liability for the actions, obligations, or performance of Advertisers.

## 4. Affiliate Commission Fees

- 4.1. The Affiliate earns commissions based on tracked conversions from the Affiliate's marketing efforts.
- 4.2. The Company processes commission payouts once per week, in accordance with the settlement terms specified in the Affiliate Account.
- 4.3. The Company reserves the right to cancel commission payments if fraudulent traffic, auto-referrals, or other violations are detected.
- 4.4. The Company does not handle payment processing or financial settlements between the Affiliate and Advertisers. Any issues related to payments, transaction failures, or payout structures must be resolved with the Advertiser.
- 4.5. The Affiliate is responsible for ensuring accurate payment information in the Affiliate Account to prevent payout delays.

By registering as an Affiliate, you confirm that you have read, understood, and accepted the terms of this Agreement.

