



Affiliate Program Terms and Conditions

July 2022

This Affiliate Agreement is applicable to Affiliates onboarded via <https://go.pepperstonepartners.com/signup/>

Words that we use in these Terms

Account means the unique trading account that we or a member of the Pepperstone Group create for a Trader when they successfully register with us via our Website;

Affiliate means a person or an entity that has applied for and been approved by us in our sole discretion as a member of the Affiliate Program;

Affiliate Collateral means any trademarks, branding, Banners and Text Links that we share with you from time to time as part of your membership of the Affiliate Program;

Affiliate ID means the unique ID that we give to you, related to your tracking URL, through which we track and calculate your Earnings under your Affiliate Plan;

Affiliate Earnings Plan means the applicable compensation plan that you agree to when you register for the Affiliate Program, the types of plans are set out in section 7 and govern the Earnings that you'll receive from us;

Affiliate Portal means a dedicated Affiliates area on our Website, where you can check statistics and Earnings, update your profile, create additional Tracking URLs, select Banners and Text Links and carry out other functions in relation to your Affiliate Program membership;

Affiliate Program means the Pepperstone Partners Affiliate Program;

Affiliate Program FAQs means the frequently asked questions document about the Affiliate Program which can be accessed via our [Website](#), as updated by us from time to time;

BaFin means the Federal Financial Supervisory Authority of Germany;

Banners and Text Links means any graphics, pictures, animation, artwork or text that you can use to hyperlink potential Traders from your website to our Website;

CFDs mean contracts-for-difference, being the financial products offered by licensed members of the Pepperstone group of companies;

CySEC means the Cyprus Securities and Exchange Commission;

Earnings means the remuneration that we'll pay you for referrals under your Affiliate Earnings Plan, as set out in sections 3 and 7 of these Terms. Potential Earnings are also listed on the Pepperstone Affiliate page on our Website and are subject to change from time to time. Where there's inconsistency between the Earnings listed in an Insertion Order and the amounts listed on our Website, the Insertion Order prevails;

FCA means the United Kingdom Financial Conduct Authority;

Fraud Traffic means any deposits, revenues or traffic generated through illegal means and/or in bad faith to generate false Earnings and/or defraud any member of the Pepperstone Group, regardless of whether or not it actually causes damage to the Pepperstone Group. Fraud Traffic includes, but is not limited to, spam; cold-calling; performing actions which infringes the client agreement with Trader; false advertising; click fraud, incentive fraud; chargeback by a Qualified Trader in relation to its deposit(s); deposits generated by stolen credit cards; collusion; manipulation or abuse of the system; creation of false accounts; offers to share Earnings directly or indirectly with Qualified Traders or potential; or, unauthorized use of any third-party accounts, copyrights, trademarks, intellectual property.

Loss or Claim means any loss, liability, action, proceeding, damage, cost or expense (including all reasonable legal costs and expenses), including liability in tort and consequential and economic losses;

Master Affiliate means a person or entity that we've approved to refer Sub-Affiliates to us under

these Terms;

Net Deposit means the total amount deposited after 3rd party fees and withdrawals have been deducted;

Pepperstone, we, us, our means Pepperstone Operations Pty Ltd ACN 637 203 448;

Pepperstone Group means Pepperstone and any entity that directly or indirectly controls, or is controlled by, or is under common control with Pepperstone. Control, for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of Pepperstone.

Privacy Policy means the policies located in the 'Legal Documentation' section of our Website;

Qualified Trader means a Trader that you direct to our Website(s), as identified by your Affiliate ID, in compliance with section 4;

Related Parties means (i) any member of your immediate family; (ii) any individual, corporation, partnership, joint venture, trust and any other body corporate or unincorporated organization directly or indirectly controlling, controlled by or under common control with you;

Spread is the difference between the buy price and the sell price of a certain instrument at the time that a Trader opens a position on our Trading Platform;

Sub-Affiliate means a person or entity that's referred to us by a Master Affiliate, and who we approve in our sole discretion as a member of the Affiliate Program;

Terms means these Terms and Conditions, which govern your membership of the Affiliate Program;

Tracking URL is a unique hyperlink to our Website that we issue to you when you're approved to be a member of the Affiliate Program. The Tracking URL enables us to link you to the Traders and/or Sub-Affiliates that you've referred to us, so that we can accurately calculate your Earnings;

Trader means any holder of an Account, including a Qualified Trader;

Trading Platform means the technology platform that the Pepperstone Group operates to allow Traders to trade foreign exchange, derivatives and other financial products online, including our billing, support, retention and promotion services and activities;

Website means the Pepperstone website, located at www.pepperstone.com and any other website that we may create and make available to you from time to time; and

You, your, and yours means the individual or entity that accepts these Terms.

1. Term

These Terms come into force when you accept them online and will continue unless terminated under section 12.

2. Affiliate Program Membership

- a. We grant to you, and you agree to accept, the non-exclusive right to direct potential Traders and/or other potential Affiliates to our Website(s), in compliance with these Terms.
- b. You acknowledge and agree that:
 - i. these Terms don't give you an exclusive right or privilege to assist us in providing the services arising out of your referrals. For clarity, we intend to enter into similar arrangements with other Affiliates as part of the Affiliate Program;
 - ii. we may also directly or indirectly solicit referrals on terms that may differ from those contained in these Terms or contract with third parties that are similar to or compete with your site; and
 - iii. you shall have no claims to Earnings originating from Traders or Affiliates that haven't been referred solely by you in compliance with these Terms.
- c. To be approved as an Affiliate you must complete the application process and provide any information that we reasonably request.

3. Affiliate Earnings Plan

- a. You'll be paid Earnings under a pre-agreed Affiliate Earnings Plan when you're approved as an Affiliate, in line with these Terms and as set forth in section 7 below.
- b. If you apply for and are approved as a Master Affiliate, you'll be paid Earnings under our Master Affiliate Plan. We'll contact you to let you know if we've approved you as a Master Affiliate within 7 days of receiving your application.

4. Types of referrals

- a. **Qualified Traders**
 - i. To be deemed a Qualified Trader, a Trader must:
 1. live in a country from where we accept Affiliate referrals (as specified in the application process)
 2. make a minimum real money Net Deposit of at least USD\$200.00 into his/her Account;
 3. be unique, i.e. not be already registered as a Trader under a different name or through a different identity; and
 4. trade (open and close) 5 positions, or another amount that we set from time to time. Trades must be open for a minimum of 5 minutes and not include hedged positions (opposing trades).
 - ii. In the event of a dispute about whether a Trader is a Qualified Trader, our decision is final. Pepperstone may refuse to open an Account for a potential Trader for any reason and without explanation at our sole discretion.
 - iii. Neither you nor your Related Parties are eligible for Qualified Trader status in connection with your Affiliate ID.

iv. If you or any of your Related Parties become a Qualified Trader in connection with your Affiliate ID (in other words, if you refer an Account registered to yourself or any of your Related Parties to us under your Affiliate ID), you won't be entitled to payment of any Earnings in connection with that Account.

b. **Sub-Affiliates**

- i. Subject to our prior written approval, you may become a Master-Affiliate and refer any third party to us who isn't currently or hasn't previously been registered with us as an Affiliate, Sub-Affiliate or Master Affiliate. If you're a Master Affiliate - any approved Affiliate that you refer to us will be considered your Sub-Affiliate.
- ii. Affiliates can't be linked with any Related Parties as Master Affiliates and Sub-Affiliates.

5. Affiliate Portal

- a. We reserve the right to remove or amend any tools from the Affiliate Portal at any time at our sole discretion.

6. Compliance with local laws and regulations

- a. Pepperstone group has financial services licences, and related Websites, in many jurisdictions. In most cases, the Pepperstone entity a Trader signs up with will depend on their country of residence. Some jurisdictions have specific requirements for advertising and marketing CFDs. You must comply with all relevant local laws and regulations in the countries that you refer Traders from, including, but not limited to:
 - i. only refer Traders to us in line with our global distribution strategy or target market determination (as applicable), as provided to you or available on our website, and updated from time to time;
 - ii. provide fair, clear and non-misleading statements and content resulting in a balanced presentation of risks and benefits of the product distributed;
 - iii. use the standardised risk warnings that we provide to you, as updated from time to time;
 - iv. not offer any incentive or inducement to Traders unless pre-approved by us;
 - v. not advertise higher leverage than what is prescribed in local regulations;
 - vi. not use the logos of any financial services authorities;
 - vii. not provide regulated activities without a proper license; and
 - viii. where applicable, make all referrals in compliance with:
 - 1. MiFID II;
 - 2. in respect of referrals to our BaFin licensed entity, BaFin's guidelines on the General Administrative Act of 23 July 2019 dated September 2020; or
 - 3. in respect of referrals to our ASIC licensed entity, Australia's design and distribution obligations, Pt 7.8A of the Corporations Act 2001 (Cth) and Pepperstone Group Limited's Target Market Determination, available on its website.

7. Earnings and Payment

- b. **Currency**

Unless otherwise agreed with us in writing, all Earnings are generated in United States Dollars (USD), including monetary values within the Affiliate Portal.

c. Tracking

- i. Your Earnings will be calculated based on the Trader activity linked to your Affiliate ID or linked to the Affiliate ID of your Sub-Affiliates, which we identify via your Tracking URL issued to you. You can access reports regarding the Trader activity associated with your Affiliate ID in the Affiliate Portal.
- ii. We accept no responsibility for a failure by you, your Sub-Affiliates or any Trader, to effectively link you to Sub-Affiliates or Trader's activity in connection with this Affiliate Program (e.g. through a failure to use the correct Tracking URL).
- iii. We reserve the right to verify any new Sub-Affiliates or Qualified Traders referred by you prior to honouring any Earnings.

d. Payment

- i. You'll be paid your Earnings monthly in arrears, subject to satisfactory verification (where relevant), the terms of your Affiliate Earnings Plan and this section 7.
- ii. Earnings will be made directly into your bank account within 15 days of us receiving a valid tax invoice from you, provided that your Earnings balance is over USD\$500. If your Earnings balance is less than USD\$500 for a given month, the balance will be carried over and added to your Earnings for the following month.
- iii. You acknowledge that exchange rates for international wire transfers will be set by the receiving bank. We have no control over these rates.
- iv. You acknowledge and agree that we won't be required to pay you Earnings if this would result in us breaching the laws of any country in which we hold a financial services licence.
- v. We reserve the right to void your Earnings and terminate your membership of the Affiliate Program under section 12 if your carried-over Earnings fails to reach USD\$500 within 6 consecutive calendar months.

e. Expiry

- i. Earnings in respect of a particular Trader expire 12 months from the date that the Trader successfully registered for a Pepperstone Account via our Website.

f. Tax

- i. All Earnings will be paid to you inclusive of GST, where applicable.
- ii. You're responsible for paying all duties (e.g. stamp duty, other government charges and financial institution account fees, if applicable) payable and complying with the applicable tax laws in relation to your membership of the Affiliate Program.

g. Affiliate Earnings Plans:

- i. CPA Plan (cost-per-action): You'll receive a flat rate for each Qualified Trader that you refer to us in a given month. For example, if you're entitled to receive USD\$100 per Qualified Trader under your CPA Plan and you refer us 10 Traders in a given month of which 9 are Qualified Traders, you'll receive \$900 (9 x USD\$100). If one of the Traders that you refer becomes a Qualified Trader in the following month, your Earnings will be paid in the month that Qualified Trader status is achieved. The CPA commission rates can be found in our Affiliate Program FAQs, available on our [website](#).
- ii. CPL Plan (cost-per-lead): You'll receive a flat rate for each Trader who signs up via your link and who provides valid contact and identity information.

- iii. Flat Earnings Plan: A fixed payment structure as agreed in writing by Pepperstone from time to time in its sole discretion.
 - iv. Master Affiliates: Your Earnings will be calculated based on a percentage of the CPA Plan entitlements from Sub-Affiliates linked to your Master Affiliate account. For example, if you're entitled to receive 10% of Sub-Affiliate Earning entitlements and your Sub-Affiliate is entitled to receive USD\$5,000 for a given month from referrals, you'll receive USD\$500 (5,000 x 10% = \$500).
 - v. We reserve the right, in our sole discretion, to change, modify, add or remove the criteria for Earning entitlements under the Affiliate Earnings Plans, including without limitation, setting any baseline, threshold, minimum deposits/earnings, countries and any other qualification requirements, at any time by providing you with at least seven (7) days' written notice;
- h. **No Earning Entitlement** - You won't be entitled to any Earnings:
- i. in respect of any Qualified Trader following 12 months from the date that the Qualified Trader successfully registered for a Pepperstone Account via our Website;
 - ii. in respect of any Trader unless they have been approved as a Qualified Trader.
 - iii. in respect of a Qualified Trader or Sub-Affiliate if they fail to use the Tracking URL or use the incorrect Tracking URL;
 - iv. if you generate less than 5 Qualified Trader referrals in the space of 6 months;
 - v. if in Pepperstone's reasonable opinion, you've failed to comply with any applicable laws or regulations or Pepperstone's instructions or there is any fraudulent, illegal, suspicious or deceptive activity on any Account linked to your Affiliate ID, including if that an activity constitutes Fraud Traffic;
 - vi. if in Pepperstone's reasonable opinion, you have breached these Terms,
 - vii. if you fail to complete any form or provide any document or information reasonably requested by us within 30 days of a request.
- i. **Earning Disputes**
- j. If you don't agree with your Earnings for a particular month, you must notify us in writing of the disputed amount and the reason for your dispute within 30 days of the end of the month for which the Earning payment was made. If you don't notify us of a dispute within this timeframe, you'll be deemed to have waived your right to dispute the report or payment and won't have any further claims in relation to the matter.
- i. **Details**
- i. You must provide us with accurate and complete contact, identification and payment information and inform us if anything changes.

8. Referral Activity

- a. **General**
 - i. You are solely responsible for the content and manner of your activities.
 - ii. You must comply with all applicable laws or regulations, our guidelines and instructions provided to you from time to time and the restrictions and requirements set out in these Terms, including using any specific risk warnings and disclaimers on your websites.
- b. **Anti-Spam Laws**
 - i. You must comply at all times with anti-spam laws in the countries where you're targeting

or soliciting potential Traders when sending electronic communications. In particular, each electronic message sent in connection with the Affiliate Program must contain the following information:

1. clear and accurate identification of the individual or organisation who sent the message;
2. accurate information about how the recipient can contact the sender; and
3. a clear, conspicuous and functioning method of opting-out (unsubscribe) from receipt of any further messages.

c. **Non-compete**

- i. You must not market to potential Traders:
 1. on any site where we promote our Website;
 2. on any internet search engine on which we promote our Website;
 3. in any other manner which results in you competing with us in relation to the promotion of your sites including but not limited to the promotion of your site(s) through other Affiliates; and
 4. regarding any other online software, application or other platform enabling online trading similar to and/or competitive with us.
- ii. We reserve the right to terminate your membership of the Affiliate Program and void any Earnings due to you if you breach these provisions.

d. **Intellectual Property Rights**

- i. You acknowledge that we'll retain the ownership of all rights (including intellectual property rights) in material we develop before or during the term of these Terms, including the Affiliate Collateral. You shouldn't construe anything in these Terms as granting you any license or right to use the Affiliate Collateral or any of our other trademarks and branding other than as permitted under these Terms.
- ii. You may display Banners and Text Links on your site, use other Affiliate Collateral, and hold yourself out to be a 'Pepperstone Affiliate' for the purpose of conducting referrals under this Affiliate Program, provided that you:
 1. obtain our approval first before you publish any Affiliate Collateral (which we won't unreasonably withhold);
 2. refrain from using Affiliate Collateral as part of your own product name, URL or as a component of another logo; and
 3. display Affiliate Collateral in a way that complies with our brand guidelines and any other directions that we give you from time to time.
- iii. You'll notify us immediately in writing if you become aware of an infringement on any of our intellectual property or other ownership rights, or if you become aware of a claim by any party that our products, trademarks or logos infringe on a third party's intellectual property or ownership rights.

e. **Banners and Text Links**

You must:

- i. only use our Banners and Text Links in the manner directed by us and not modify them in any way without our prior written consent; and
- ii. only direct Display Banners and Text Links to pages or areas approved by Pepperstone.

f. Prohibited Referral Conduct

- i. You must not engage in any illegal, improper, misleading or deceptive conduct or make any representations which may have a detrimental effect on our reputation or those of our products and services.
- ii. In particular, you must not:
 1. engage in any illegal activity of any type, such as displaying illegal content on your website or in your subscription emails;
 2. actively target or solicit:
 - A. any person who is under the age of 18 years old, regardless of the age of majority in the location where you are engaging in referral activities; or
 - B. any resident of the United State or any other country listed in Annex 1, as updated from time to time, unless you have received our prior written consent;
 3. login to Trader accounts or conduct trading activities on their behalf;
 4. operate a website that contains or promotes misleading, defamatory or illegal content, or a link to a website that does so. Misleading content includes making any promises whatsoever in relation to returns and displaying our disclaimer, licence or financial registration number without our express permission;
 5. operate a website that includes any Affiliate Collateral or variations or misspellings of any Affiliate Collateral or business identifiers of any member of the Pepperstone Group in its domain name;
 6. bid on or purchase internet placement rights for a similar domain to our Websites or obtain or use, directly or indirectly, any keywords from third party platforms that redirect traffic to the similar domain name;
 7. bid on our brand terms, derivatives and/or other misspellings of our brand term. All our brand terms and/or other misspellings of Pepperstone must be added as negative keywords in all paid search activities in order to avoid any brand matching issues;
 8. engage in anti-social behaviour towards Traders, including the use of aggressive language, and/or the exercising of 'pressure-selling' techniques;
 9. send unsolicited commercial electronic messages (spam) or make frequent or repeated unsolicited calls to Traders or potential Traders;
 10. place links to our Website(s) in commercial electronic messages, display advertising networks, counters, guestbooks, forums, blogs, chat rooms or other similar internet resources without the written consent of Pepperstone;
 11. enable bad faith transactions, including via any device, program, robot, IP address, redirects and 'bogus' traffic;
 12. establish any promotion that provides rewards, points or compensation to a Trader for registering for an account with us, including any kind of rebate deal, without our prior approval; or
 13. take any action that would dilute or tarnish the value of our trademarks or branding.

g. Consequences of Prohibited Conduct

- i. If we detect suspicious activity or a potential breach of this section 8 linked to your Affiliate ID, we may:
 1. suspend your Affiliate ID pending further investigation; and

2. we reserve the right to delay payment of any Fees due to you for up to 180 days while we verify the relevant transactions.
- ii. Notwithstanding section 8.f.i above, if we determine, in our sole discretion, that you have engaged in any activity in breach of this section 8, we reserve the right to terminate these Terms immediately under section 12 and void any Earnings due to you.

9. Traders

- a. You acknowledge and agree that:
 - i. Traders are our clients and that you're not a party to the contractual relationship between Traders and us;
 - ii. we're the sole and exclusive owner of the names, contact information and any other data relating to Traders referred to us, including those Traders linked to your Affiliate ID;
 - iii. you must not contact a Trader without our prior written approval; and
 - iv. we may access information from or about visitors to your site and may use such information for any purpose.
- b. We may, in our sole discretion, revoke any approval issued in relation to your contact with a Trader if we establish that your communication with the Trader is against our interests.
- c. We reserve the right to immediately terminate your membership of the Affiliate Program under section 12 for any breach by you of this section 9.

10. Confidentiality and Privacy

- a. During your Affiliate Program membership and for a period of three (3) years after your membership ends, you won't share or permit to be shared with any third parties any information that we've provided to you (apart from information that's already in the public domain) as a member of the Affiliate Program.
- b. We'll comply at all times with our Privacy Policy, and section 17, in relation to any personal information that you share with us under these Terms.

11. Review

- a. At our request, you must participate in a performance and compliance review with your Pepperstone account manager.
- b. You must promptly comply with any compliance requirements that we request. We reserve the right to immediately terminate your membership of the Affiliate Program under section 12 if you fail to comply with such request.

12. Termination

- a. Either party can terminate these Terms by providing the other party with at least 7 days' written notice.
- b. We may terminate these Terms immediately at any time, by providing you with written notice if you:
 - i. breach any of these Terms; and
 1. the breach cannot be remedied; or
 2. the breach can be remedied but you fail or refuse to do so within 7 days of us telling

- you about the breach;
 - ii. become bankrupt, insolvent or fall under the appointment of a liquidator or receiver; or
 - iii. act in a way which, in our opinion, brings our brand into disrepute.
- c. On termination:
 - i. if these Terms have been terminated by you or us under section 12.a, we'll pay you any Earnings to which you are entitled for referrals that take place up to and including the effective date of termination. For clarity, you won't be entitled to receive Earnings for any referrals that take place following the effective date of termination;
 - ii. you must immediately:
 - 1. stop promoting yourself as a member of the Affiliate Program; and
 - 2. withdraw from publication and/or delete any Banners, Text Links or Affiliate Collateral that we've provided to you as part of the Affiliate Program.
- d. You acknowledge and agree that if we terminate these Terms under section 12.b, your entitlement to any accrued but unpaid Earnings will be voided and those Earnings will not be paid to you.

13. Liability, warranties and indemnity

a. No warranty

- i. To the extent permitted by law, we provide no warranty and make no representations that our Website, Banners and Text Links or Tracking URLs are accessible or free of errors, viruses or security threats.

b. Liability for other conditions or warranties

- i. Our liability to you for any non-compliance with a statutory guarantee or Loss or Claim arising out of or in connection with these Terms or any breach by us of these Terms however arising (whether for breach of these Terms, tort (including negligence), statute, custom, law or on any other basis), is limited to the amount of Earnings paid by us to you in the 12 months prior to the action giving rise to the liability.
- ii. All representations, conditions, warranties and terms that would otherwise be expressed or implied in these Terms by general law, statute or custom are expressly excluded (to the extent that such representations, conditions, warranties and terms can be excluded at law).

c. When we won't be liable to you

- i. We, our subsidiaries, officers, directors, employees and suppliers are not responsible or liable to you for:
 - 1. any Loss or Claim arising as a result of any failure of any software, hardware, communication technology or other systems;
 - 2. any Loss or Claim relating to the provision of data made available through the Affiliate Portal, including delays, disruptions, inaccuracies or the loss of data;
 - 3. any Loss or Claim relating to your use of, or reliance upon any data provided to you via the Affiliate Portal;
 - 4. the actions or inaction of third parties (including those which may be negligent or unauthorized) relating to the Affiliate Program or the Affiliate Portal;
 - 5. any Loss or Claim arising from a failure by us to comply with these Terms for any cause which couldn't be reasonably controlled or prevented by us; or

6. any Loss or Claim arising from a failure by you to comply with tax laws in relation to your Earnings.

d. Indemnity to us

- i. Subject to section 13(d)(ii) below, you indemnify us, our subsidiaries, directors, officers, employees and suppliers (Indemnified Parties) against any Loss or Claim suffered or incurred by any of them arising from:
 1. a breach by you of these Terms;
 2. any unlawful, fraudulent, negligent or wilful act or omission carried out by you as a member of the Affiliate Program; and/or
 3. any infringement or alleged infringement on a third party's intellectual property rights by you whilst acting in your capacity as a member of the Affiliate Program.
- ii. If an Indemnified Party caused or contributed to any Loss or Claim, then your liability under this section will be limited to the amount of the Loss or Claim which is directly attributable to your conduct.

14. Disputes

- a. A party to these Terms may not start legal proceedings in relation to a dispute arising out of these Terms unless it first complies with this section.
- b. If a dispute arises in relation to these Terms or the Affiliate Program:
 - i. the party raising the dispute must notify the other party in writing; and
 - ii. each party must use its best efforts to resolve the dispute.
- c. If the parties are unable to resolve the dispute within 30 days of notification, either party may terminate the dispute resolution process by notice in writing to the other party.

15. Changes to these Terms

We may change any of these Terms by providing you with at least 7 days' written notice. The notice must explain the general nature of the changes and enclose a copy of the updated Terms with the changes included. Your continuing participation in the Affiliate Program following the expiry of the notice period will be taken as your acceptance of the changes.

16. Notices

- a. You agree that all communications between you and us in relation to the Affiliate Program will be by email or by us posting a notification in the Affiliate Portal unless another method is agreed to by the addressee.
- b. Any notice or other communication to or by a party by email is regarded as being given by the sender and received by the addressee at the time it was sent, (unless the sender receives a delivery failure notification indicating that the email has not been delivered).
- c. If the delivery or receipt is after 5.00pm (addressee's time) it is regarded as received at 9.00am the following Business Day (being a day which isn't a public holiday or a weekend in Victoria, Australia).
- d. We may provide you with a notice or other communication by a posting within the Affiliate Portal. That notice or other communication is regarded as being given by us and received by you when the posting is made. We recommend that you regularly check the Affiliate Portal for notices or other communications.

17. Privacy

- a. We collect, use and disclose your personal information to provide you with the products, services and associated support that you've asked for. We also use your personal information to respond to your enquiries or feedback and to promote products and services offered by us and associated third parties. To do these things, we may provide your personal information to our related companies and to people that we outsource functions to. These entities may be located in Australia, the United Kingdom, Europe, UAE, Kenya, the United States, Thailand, China and other countries.
- b. Where possible we'll collect your information from you, but we may also collect it from public sources such as social media websites, or from third parties that provide us with marketing leads.
- c. You acknowledge that we are licensed in multiple jurisdictions and you agree that we may share your personal information within our group of related entities. Each Pepperstone entity will treat your personal information in accordance with its Privacy Policy and any local laws or regulations.
- d. If you don't provide your personal or corporate information (as required) to us, it may affect our ability to do business with you. You consent to us collecting, using and disclosing your personal information for those purposes. You can ask us not to use your information to promote our products and services by following the procedure outlined in the Pepperstone Privacy Policy, in the Legal Documentation section on our website.
- e. The Pepperstone Privacy Policy contains information on how to:
 - i. update your preferences about the promotional material we send to you;
 - ii. request access to and seek correction of the personal information we hold about you;
 - iii. make a privacy complaint; and
 - iv. how we'll deal with your complaint.
- f. You can contact us:
 - i. by email at support@pepperstonepartners.com;
 - ii. by phone on 1300 033 375; or
 - iii. by post to the attention of the Head of Compliance - Pepperstone Group Limited, Level 16, Tower One, 727 Collins Street, Melbourne VIC 3008.

18. General

a. **This is our complete agreement**

These Terms and the documents incorporated by reference, including the Affiliate Program FAQs, your Affiliate application and any details relating to your Affiliate Plan provided to you by email or phone from time to time, contain the whole agreement between us and you in relation to the Affiliate Program. Any representations or warranties made by our staff before your membership of the Affiliate Program was approved are not effective unless expressly set out in these Terms. Any waiver of our rights or powers under these Terms may only be given in writing and signed by our authorised officer.

b. **Independent Contractors**

The relationship between you and us is that of independent contractors. Nothing in this agreement creates any partnership, joint venture or agency relationship between you and us and you have no

authority to make any representations on our behalf.

c. If some of these Terms can't operate

If any part or provision of these Terms are void, unenforceable or illegal in a jurisdiction, that part or provision doesn't apply in that jurisdiction. However, the remainder of the Terms continue to operate in that jurisdiction unless this would alter the basic agreement between you and us, in which case we can terminate your membership of the Affiliate Program at our option.

d. No waiver by us

If we don't insist upon strict performance of any part or provision of these Terms, that waiver won't be deemed to be a waiver of a subsequent breach or default of these Terms by you.

e. Assignment

You can't assign or otherwise transfer the benefit of these Terms without our prior written consent. We may assign or otherwise transfer the benefit of these Terms at any time without your consent.

f. Applicable laws

These Terms are governed by the laws of Victoria, Australia and the courts of Victoria have jurisdiction over the parties to these Terms (being you and us).

19. Good faith

You and any Qualified Trader must act in good faith. We reserve the right, at any time and in our sole discretion, to withhold any Earnings and/or suspend or permanently terminate trading account access for any Qualified Trader, if you or any Qualified Trader:

- a. engage in any actual or suspected abuse of these Terms and Conditions; or
- b. we have reason to suspect that you or any Qualified Trader have acted fraudulently or obtained an unfair or unintended advantage under these Terms and Conditions

Annex 1- banned countries

You must not conduct any advertising in any country, web domain or in the official language of those countries which are listed below.

Afghanistan, American Samoa, Antarctica, Argentina, Armenia, Azerbaijan, Belarus, Belgium, Belize, Bhutan, Bosnia and Herzegovina, Burundi, Cameroon, Canada, Central African Republic, Chad, Congo, Congo, Democratic Republic of the, Côte d'Ivoire, Eritrea, French Guiana, French Polynesia, Guadeloupe, Guam, Guinea, Guinea-Bissau, Guyana, Haiti, Holy See, Iran, Iraq, Japan, Kazakhstan, Lebanon, Liberia, Libya, Mali, Martinique, Mayotte, Mozambique, Myanmar (Burma), New Zealand, Nicaragua, North Korea, Palestine, State of, Puerto Rico, Réunion, Russia, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Samoa, Somalia, South Georgia and the South Sandwich Islands, South Korea, South Sudan, Sudan (North), Suriname, Syrian Arab Republic, Tajikistan, Tunisia, Turkmenistan, Turks and Caicos Islands, United States of America, Uruguay, Vanuatu, Venezuela (Bolivarian Republic of), Virgin Islands (U.S.), Western Sahara, Yemen, Zimbabwe.

