

CHART CHAMPIONS

**TERMS AND CONDITIONS OF
THE AFFILIATE PROGRAM AGREEMENT**

Effective Date: 1 May, 2025

Version: v28042025

Table of Contents

INTRODUCTION	3
1. DEFINITIONS	4
2. ENROLMENT IN THE AFFILIATE PROGRAM	7
2.1 Eligibility	7
2.2 Enrolment Process	7
2.3 Discretion	8
3. AFFILIATE CODE OF CONDUCT	8
3.1 Code of Conduct	8
4. Responsibilities and Obligations of the Parties	12
4.1 Affiliate Responsibilities	12
4.2 Company Responsibilities	13
5. COMMISSION STRUCTURE	14
6. TERM AND TERMINATION	14
6.1 Termination by Either Party	14
6.2 Termination by the Company for Specific Reasons	15
6.3 Survival of Terms	15
6.4 Consequences of Violations	15
6.5 Suspension or Removal	15
6.6 Post-Termination	15
7. INTELLECTUAL PROPERTY	16
7.1 Ownership and Rights	16
7.2 Third-Party Content	16
7.3 Access and Use	16
7.4 Restrictions	16
7.5 Use of Your Information	16
8. LIMITATION OF LIABILITY	17
9. MODIFICATION OF TERMS	17
10. INDEMNIFICATION	17
11. GOVERNING LAW AND DISPUTE RESOLUTION	17
12. DISCLAIMER	18
13. Miscellaneous	18
14. Contact Information	19

INTRODUCTION

These Terms and Conditions of the Affiliate Program Agreement (further “**Agreement**” or “**Terms**”) is made, entered into and agreed by and between

CHART CHAMPIONS - FZCO (the “**Company**”, “**we**”, “**us**” or “**our**”)

and

AFFILIATE (the “**Affiliate**”, “**you**”, “**your**”).

The terms and definitions used in this Agreement and not otherwise defined have the meanings set forth in Section 1 (Definitions).

By registering for the Affiliate Program, you confirm your acceptance of these Agreement Terms and Conditions, and our associated **Privacy Policy**. If you do not agree with these Terms and Conditions, you must immediately cease using the Site and the Platform.

Your acknowledgment of and entry into these Terms is a material inducement to the Company agreeing to your participation in the Affiliate Program. By submitting an application for the Affiliate Program and/or participating in an Offer, you agree that, in addition to the Company’s general Terms of Use and Privacy Policy, the following additional rules apply to you as an Affiliate.

The Company may, at its discretion, enter into separate written agreements with certain Affiliates. In the event of conflict, such agreements shall override these Terms.

1. DEFINITIONS

The below definitions are subject to applicable laws and regulations, and may be adjusted or revised by the Company from time to time in compliance with any changes in applicable legal or regulatory requirements.

1.1 Unless otherwise defined or the context otherwise requires, all terms in bold shall have the meaning given to them in this Agreement:

- a) **“Affiliate”** or **“you”** shall mean the User of the Platform, the party other than the Company (Influencer) who has submitted an Affiliate Program application and consents to participate in the Affiliate Program that displays the Company’s products and services or promotions on its platform and website or by any other means and obtained the registration with the Company as an Affiliate pursuant to these Terms in exchange for receiving a commission from the Company for Clients directly resulting from such display.
- b) **“Affiliate Account”** or **“Account”** shall mean the account established by an Affiliate within the Affiliate network for the purpose of participating in the Affiliate Program software utilized by the Company from time to time.
- c) **“Affiliate Content”** shall mean all text, files, images, graphics, illustrations, information, data, audio, video, photographs, logos, trademarks, branding, software, tools, designs, scripts, source code, digital media and other content of any kind whether created or provided by the Affiliate pursuant to Affiliate Program, including but not limited to social media posts, emails, advertisements, promotional materials, blogs, websites, landing pages, multimedia, or any other form of content in any medium, whether in electronic, digital, physical, or any other form, now known or later developed, and whether created manually or through automated or AI-based methods.
- d) **“Affiliate Code”** shall mean the unique referral code, identifier, or tracking mechanism assigned to an Affiliate which may be used by potential customers, the Affiliate, or the Company to establish and identify the link or the connection between the Client and the Affiliate.
- e) **“Affiliate Credentials”** shall mean the set of user identification, authentication and access information, granted to an Affiliate for the purpose of participating in the Affiliate Program, which may include but is not limited to usernames, passwords, personal identification numbers (PINs), security tokens, API keys, biometric data, device and any other identification or verification method, either digital, physical, or otherwise, required to access and use Affiliate Program tools, systems, platforms, and services.
- f) **“Affiliate Link”** or **“Link”** shall mean the unique hyperlink, URL, or other types of referral mechanisms created or provided to an Affiliate for use across any medium, platform, or device, including but not limited to websites, social media, emails, or digital advertisements. This link is designed to direct potential customers or Clients to the Company’s Platform,

where they are identified as being referred by the Affiliate, and their activities or conversions are tracked as part of the Affiliate's Client base.

- g) **"Affiliate Program"** shall mean the program which the Company makes available to its Users on the Site, Platform in order to incentivize the Users to market and promote the Platform and enable the Users to refer potential customers to the Company for the purpose of converting such potential customers into a Client.
- h) **"Authorized Individual"** shall mean any person that is authorized to access and use the Site and Platform on behalf of an Affiliate.
- i) **"Biometric Authentication"** shall mean the identity authentication process that utilizes biometric data or credentials, including but not limited to fingerprint recognition, facial recognition, iris scans, voice recognition, retina scans, palm prints, gait recognition, or any other biological or behavioural traits. This may also include any other biometric technology or methods, whether currently known or developed in the future, as permitted or authorized by the Company from time to time for the purpose of verifying an individual's identity.
- j) **"Client"** shall mean each new and unique User who, through the Affiliate Link or Affiliate Code provided by an Affiliate, has registered a trading account with the Company's Platform pursuant to the Service Agreement and conducted at least one trade on the Platform.
- k) **"Commission"** shall mean any commission, rebate, fee, or other remuneration paid or payable to the Affiliate by the Company for the referral services rendered by the Affiliate in connection with new Clients identified and referred to the Company. This includes compensation based on a percentage of Qualified Actions, such as Trading Combine fees, or any other specified amounts or criteria, as determined by the Company from time to time, and subject to the terms of this Agreement.
- l) **"Confidential Information"** shall mean all information, including, without limitation, the terms of this Agreement, business and financial information, Commissions, Client and vendor lists, and pricing and sales information, concerning the Company or any of Company's Affiliates provided by or on behalf of any of Affiliates, or any other information designated by the Company as confidential.
- m) **"Digital Platforms"** shall refer to third-party distribution platforms where mobile applications or other software programs can be accessed or downloaded, including, but not limited to, the Apple App Store and Google Play.
- n) **"Government Authority"** shall mean any relevant domestic or foreign governmental or quasi-governmental authority, statutory authority or quasi-statutory or regulatory authority, department, administrative, monetary, fiscal or judicial body, department, corporation, commission, authority, tribunal, agency or stock exchange or government owned or government controlled corporation or any public international organization, or taxing

authority or anybody entitled to exercise executive power or power of any nature over the Company or the Affiliate hereto, and the services under these Terms.

- o) **“Objectable Content”** means any material which is harmful, threatening, defamatory, obscene, sexually explicit, harassing, promotes violence, promotes discrimination (whether based on sex, religion, gender, race, ethnicity, nationality, sexual preference, disability or age), promotes illegal activities (such as gambling), contains profanity or otherwise contains materials that the Company informs you that it considers objectionable.
- p) **“Personal Information”** or **“Personal data”** shall refer to any information, data, or details supplied, provided by or associated with an Affiliate or another natural person from which the identity of such Affiliate or another natural person may be directly or indirectly ascertained, i.e. any information relating to an identified or identifiable natural person.
- q) **“Privacy Policy”** shall mean the additional terms and conditions governing the collection, use and disclosure of each User’s Personal Information and can be found [HERE](#). Each User must read and agree to the Privacy Policy in order to use the Site.
- r) **“Program Website”** shall refer to the Company’s website: <https://chartchampions.com/>
- s) **“Qualified Action”** shall mean a unique individual distinct from automated or fraudulent sources, who accesses the Program Website directly through an Affiliate’s Link (excluding access through any intermediary or redirection pages), and who satisfies all the following conditions:
 - (i) the individual is not a computer-generated user, bot, spider, automated script, or any artificial method designed to mimic a real person;
 - (ii) the individual does not use pre-populated fields or other automated inputs;
 - (iii) the individual completes all required information or actions within the timeframe specified by the Company; and
 - (iv) the individual’s submission is not subsequently determined by the Company to be fraudulent, incomplete, unqualified, duplicate, or otherwise invalid for any reason.
- t) **“Service Notifications”** shall mean one-way notifications, communications sent by the Company to an Affiliate, which may include but are not limited to security-related notifications, account updates, system alerts, service maintenance information, and other important notices related to the Affiliate’s use of the Platform or access to the Affiliate Program. These notifications may be sent via text message, email, or, where applicable, push notifications through the Site, Platform or any other communication channels used by the Company. These notifications are sent to an Affiliate in respect of certain information or events relating to an account to which an Affiliate has access through the Platform.
- u) **“The Affiliate Program Agreement” (this document)** constitutes the entire agreement between the Company and Affiliate. There is no separate Service Agreement unless otherwise stated in writing. It outlines the specific terms, conditions, responsibilities, and obligations associated with the promotion, marketing, or sale of the Company's products or

services under this Affiliate Program. This agreement includes details regarding commission structures, performance expectations, payment terms, intellectual property usage, code of conduct, and any other provisions related to the Affiliate's role in promoting the Company's offerings.

- v) **"Third-Party Provider"** shall mean any third party that offers a trading or other financial services account that can be registered and accessed through the Company's Platform.
- w) **"Third-Party Platform"** shall mean any social media platform through which an Affiliate promotes or markets the Platform or the Company.
- x) **"Terms of Use"** shall mean the Company's terms of use and can found [HERE](#), as the same may be amended from time to time.
- y) **"Trading Combine fee"** shall mean a fee or payment required for access to and participation in a specified Affiliate Program, the Company's platform, or service, which may include, but is not limited to, registration fees, performance fees, subscription fees, or any other charges related to the use of the Company's Affiliate Program. This fee is payable by the Affiliate's referred Clients in exchange for access to trading platforms, tools, or evaluation services as part of the Company's offerings. The fee is subject to applicable laws and regulations, and may be adjusted or revised by the Company from time to time.
- z) **"User"** means any person that access and use the Company's Site and the Platform and any Authorized Individual acting on their behalf.

2. ENROLMENT IN THE AFFILIATE PROGRAM

2.1 Eligibility

- 2.1.1 You must be at least 18 years of age to access and use the Site and Platform and to be an Affiliate.
- 2.1.2 You further affirm that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms.
- 2.1.3 You must register with the Company to be an Affiliate; you agree to provide complete and accurate information when registering to use the Site and the Platform, and to keep that information updated.

2.2 Enrolment Process

To become an Affiliate, you must complete the Program application process.

Affiliate applications must be submitted at <https://affiliates.chartchampions.com>.

You must accurately complete the application to become an Affiliate (and provide us with future updates) and not use any aliases or other means to mask your true identity or contact information.

Chart Champions will review and respond to applications within 3–5 business days.

2.3 Discretion

The Company reserves the right to approve or reject any application at its sole discretion. We may accept or reject your application at our sole discretion for any or no reason. Upon acceptance, you will be granted access to our Affiliate Program Website. Only Users whose registration are approved by the Company will become Affiliates under the Affiliate Program.

3. AFFILIATE CODE OF CONDUCT

The Company is committed to sustainability across all business activities and aims to uphold the highest ethical, social, and environmental standards. We recognize the vital role our Affiliates play in our overall success and are dedicated to fostering strong, transparent relationships with individuals and organizations who share our commitment to these values. This extends to our business dealings with, and amongst, our Affiliates.

As an Affiliate in the Company's Affiliate Program, you are an extension of our brand and are expected to conduct yourself in a manner that reflects the values of respect, fairness, and integrity. The Company strives to collaborate with Affiliates who align with our ethical standards and operate responsibly, both socially and environmentally. Misleading claims or false accusations intended to harm the reputation or business of any Affiliate will be considered an act of undermining the Company Brand and will not be tolerated under any circumstances.

By participating in the Affiliate Program, you agree to adhere to the standards of conduct outlined in this Code of Conduct, ensuring that all actions comply with applicable legal, ethical, and operational guidelines. These guidelines are in place to ensure that our Affiliate Program operates with the highest levels of integrity, professionalism, and respect for all parties involved.

The Company reserves the right to amend, modify or otherwise supplement the Affiliate Code of Conduct from time to time as it deems reasonably necessary or advisable to further its leading principles and core values and applicable laws and regulations, and Affiliates will comply with any such amendments, modifications or supplements.

3.1 Code of Conduct

3.1.1 Compliance with Laws and Regulations

You shall comply with all applicable laws, regulations, and standards of conduct in your jurisdiction. This includes, but is not limited to, laws related to data protection, privacy, marketing, advertising,

and consumer rights. You must ensure that your promotional activities are conducted legally and transparently, and refrain from engaging in deceptive or fraudulent practices.

3.1.2 Ethical Marketing and Promotion

You agree to engage in honest, ethical, and responsible marketing practices. This includes ensuring that all content, whether in the form of text, graphics, images, videos, or otherwise, is truthful and not misleading to potential clients. You are prohibited from making false claims or exaggerated representations about the Company's products, services, or business opportunities. All promotional materials must accurately represent the Company and its offerings.

3.1.3 Ethical Marketing and Promotion (Pre-Approval)

The Company is committed to ensuring fair treatment in all interactions with its Affiliates. Affiliates must uphold the highest ethical standards, acting honestly and fairly with the Company, customers, and partners.

Affiliates should follow the Company's guidance on its products and services, avoiding unsubstantiated claims about the benefits or shortcomings of any Company offering.

Affiliates must not artificially inflate their followers or engagement or present false or misleading information in any content created on behalf of the Company.

Affiliates must adhere to the Company's pre-approval processes for customized advertisements and refrain from using the Company's trademarks or any confusingly similar marks. Advertising campaigns targeting keywords related to the Company's partners are also prohibited.

Affiliates must submit custom creatives for review at least 48 hours prior to publishing. Approval is required before usage.

3.1.4 Prohibition of Fraudulent and Unfair Practices

You are strictly prohibited from engaging in any fraudulent, deceptive, or unethical activities within the scope of the Affiliate Program. All actions you take must align with the definition of a "Qualified Action", as outlined in the Definitions section. Any attempts to manipulate, misrepresent, or artificially generate traffic or leads, including but not limited to the use of bots, fake accounts, or other dishonest practices, will result in immediate termination from the program and may lead to further legal action. Your participation should always uphold the integrity of the Affiliate Program and the Company's brand.

3.1.5 Respect for Intellectual Property

You shall respect the intellectual property rights of the Company and other third parties. You may only use marketing materials, logos, trademarks, and other brand assets that have been provided by the Company, and you must use them in accordance with the Company's guidelines. Any unauthorized use of intellectual property or the creation of infringing materials is strictly prohibited.

3.1.6 Accountability

The Company holds Affiliates accountable for their actions and adherence to the Affiliate Code of Conduct and expects Affiliates to do the same for others.

Affiliates must promptly report any actions, content, or behaviour—whether involving themselves or others—that may violate the Affiliate Code of Conduct, misalign with brand values, or harm the Company’s reputation.

Affiliates are required to cooperate in any investigation into potential violations of the Affiliate Code of Conduct.

Affiliates must refrain from making false accusations and will not retaliate against anyone, including the Company, other Affiliates, or their employees, for reporting violations.

3.1.7 Client Privacy and Data Protection

You must respect the privacy and confidentiality of all individuals and Clients who interact with the Company’s Platform or Affiliate Program. You are required to handle Personal Information responsibly, ensuring that all data is processed and stored in compliance with applicable data protection laws and regulations. You must not share, sell, or misuse any Client or Affiliate data.

3.1.8 Prohibited Content and Conduct

You are prohibited from posting or promoting content that is discriminatory, offensive, harmful, or otherwise violates the rights of others. This includes content that promotes violence, hate speech, illegal activities, or inappropriate behaviour. You must refrain from using the Company’s platform to promote or engage in any unlawful activities. No Objectable Content as defined under the Definitions section is permitted.

3.1.9 Fair Use of Affiliate Links

You may only use the Affiliate Link provided by the Company to promote and refer Clients to the Platform. You must not alter, manipulate, or disguise the Affiliate Link in any way that could mislead potential clients or violate any terms and conditions. Affiliate Links must be used in a transparent and fair manner to accurately identify the referring Affiliate.

3.1.10 Violations

Violations of this Agreement or the Affiliate Code of Conduct will result in the following penalties:

First violation: A written warning from the Company.

Second violation: A 60-day suspension from the Affiliate Program, during which all monthly payments will be forfeited. After the suspension, the Affiliate will be reinstated and resume receiving monthly payments.

Third violation: Immediate and permanent expulsion from the Affiliate Program, with forfeiture of any remaining payments.

The Company has sole discretion to determine whether an Affiliate's actions violate the Affiliate Code of Conduct. Its decision is final and non-appealable.

3.1.11 Non-Circumvention of Affiliate Program

You must not attempt to bypass or circumvent the Company's Affiliate Program in any way, including but not limited to attempting to refer Clients outside the official Affiliate Link or promoting personal referrals in violation of the agreed-upon commission structure.

3.1.12 Service Notifications

You agree to receive Service Notifications from the Company, including but not limited to security-related alerts, account updates, and maintenance notifications. These notifications are essential for maintaining the security and functionality of your account and participation in the Affiliate Program.

3.1.13 Non-Solicitation

You shall not solicit other Affiliates, Clients, or employees of the Company to leave the Affiliate Program or take any action that could disrupt the Company's business or operations. Any such solicitation may result in immediate termination of your participation in the Affiliate Program.

3.1.14 Fair Compensation

You are entitled to receive commissions or other compensation for valid Qualified Actions based on the structure and criteria outlined by the Company. You agree to ensure that all referrals and actions meet the defined requirements and that all compensation is earned through legitimate and qualified means.

3.1.15 Communication with the Company

You must maintain clear and professional communication with the Company and respond promptly to inquiries or requests related to your participation in the Affiliate Program. If you encounter any issues or require assistance, you agree to follow the proper communication channels as outlined by the Company.

3.1.16 Termination of Participation

The Company reserves the right to suspend, terminate, or modify your participation in the Affiliate Program at any time, without notice, if you fail to adhere to the terms and conditions set forth in this Code of Conduct. Violations may result in the withholding of commissions or immediate removal from the program.

4. Responsibilities and Obligations of the Parties

4.1 Affiliate Responsibilities

- 4.1.1 **Promotion of Products and Services:** The Affiliate is responsible for actively promoting the Company's products and services using the approved marketing materials provided by the Company. These materials may include, but are not limited to, links, banners, advertisements, and other promotional content. The Affiliate agrees to use these materials solely for the purpose of promoting the Company's offerings in accordance with the terms of the Affiliate Program.
- 4.1.2 **Compliance with Laws and Regulations:** The Affiliate agrees to promote the Company's products and services in a manner that is legal, ethical, and truthful. The Affiliate must fully comply with all applicable laws and regulations, including, but not limited to, advertising standards, consumer protection laws, and privacy regulations such as the UAE Data Protection laws, General Data Protection Regulation (GDPR), and any other relevant laws. Any promotional activity must respect the rights of consumers and comply with industry standards.
- 4.1.3 **Prohibition of Spam and Unsolicited Communications:** The Affiliate agrees not to engage in any form of spam or unsolicited email marketing in connection with promoting the Company's products and services. This includes, but is not limited to, sending bulk unsolicited emails or engaging in misleading, deceptive, or unlawful advertising practices.
- 4.1.4 **Accuracy of Personal and Payment Information:** The Affiliate is responsible for ensuring that all personal, contact, and payment information provided to the Company is accurate and up-to-date. Any changes to this information must be promptly communicated to the Company to ensure timely and accurate processing of payments and communications.
- 4.1.5 **Confidentiality:** During the course of the Affiliate's participation in the Program, the Affiliate may have access to confidential information, such as marketing strategies, sales data, business plans, or other proprietary content. The Affiliate agrees to maintain the confidentiality of such information and not disclose it to any third parties without the prior written consent of the Company.
- 4.1.6 **Use of Links and Promotional Materials:** The Affiliate will use the Links and promotional materials provided by the Company through the Affiliate Program. These materials may be displayed on websites owned or controlled by the Affiliate, in emails sent by the Affiliate (with clear identification as originating from the Affiliate), and in online advertisements (collectively referred to as "Media"). The Links will identify the Affiliate as a member of the Company's Affiliate Program and establish a link from the Affiliate's Media to the Program Website.

4.1.7 **Representation of the Company:** The Affiliate agrees not to make any representations or claims about the Company's products or services that are false, misleading, or unsubstantiated. The Affiliate will refrain from engaging in any activities that could harm the Company's reputation or credibility.

4.1.8 **No Modification of Materials:** The Affiliate agrees not to modify, alter, or create derivative works from the Company's promotional materials, including Links, banners, or other content, unless specifically authorized in writing by the Company.

4.2 **Company Responsibilities**

4.2.1 The Company will provide the Affiliate with access to the necessary Links and other promotional materials through the Affiliate Program. These resources may be displayed by the Affiliate on websites owned or controlled by the Affiliate, in emails sent by the Affiliate (provided the emails are clearly identified as originating from the Affiliate), and in online advertisements (collectively referred to as "Media"). The provided Links will serve to identify the Affiliate as a member of the Company's Affiliate Program and will establish a direct connection from the Affiliate's Media to the Program Website.

4.2.2 The Company will track and monitor all transactions made via the Affiliate's Links to determine the Affiliate's commissions, ensuring that proper credit is given for all valid referrals that result from the Affiliate's promotional efforts.

4.2.3 The Company will provide the Affiliate with timely updates on any changes to the Affiliate Program, including, but not limited to, changes in commission structure, promotional offers, or any other relevant terms that may affect the Affiliate's participation.

4.2.4 The Company will provide the Affiliate with regular reports on their performance within the Affiliate Program, detailing information such as clicks, conversions, commissions earned, and any other data relevant to the Affiliate's participation. These reports will be made available through the Company's designated affiliate dashboard or another agreed-upon method.

4.2.5 The Company will ensure that all payments to the Affiliate are made in a timely and accurate manner, according to the payment terms agreed-upon and set forth in the Affiliate Program Agreement.

4.2.6 The Company will offer reasonable support to the Affiliate, including answering questions, resolving issues, and providing assistance in understanding and maximizing the use of the Affiliate Program, the promotional materials, and any technical tools provided.

4.2.7 The Company will ensure that the Program Website is functional and operational, providing a seamless experience for both the Affiliate and their referred customers. In the event of any

technical issues with the Website or Links, the Company will work to resolve such issues promptly.

- 4.2.8 The Company will protect the privacy and personal information of both the Affiliate and the customers referred through the Affiliate Program, complying with applicable data protection and privacy laws.
- 4.2.9 The Company reserves the right to modify or discontinue the Affiliate Program at its discretion, but will provide the Affiliate with adequate notice of such changes or termination, in accordance with the terms outlined in these Terms Section 6 (Term and Termination).

5. COMMISSION STRUCTURE

5.1 Commission Rates

Affiliates will earn a commission on sales generated through their unique referral links. The specific commission rate will be outlined in your Affiliate dashboard.

5.2 Commission Payments

Commissions will be paid on a quarterly basis, on the 15th every 3 months, via PayPal provided the minimum balance of £50 has been reached. Commission is paid out 90 days after a sale to allow for refund/chargeback window.

5.3 Refunds/Chargebacks

Commissions will not be paid on sales that are refunded, cancelled, or reversed for any reason.

We will only pay commissions for new referrals. If the client has been previously registered with us there will be no commission.

5.4 Refund Clawbacks

If a referred Client requests a refund within 90 days of payment, any related commission will be reversed from the Affiliate's next payout.

6. TERM AND TERMINATION

This section outlines the circumstances under which the company can terminate or suspend an affiliate's access to the platform. Here's a breakdown of the key points:

6.1 Termination by Either Party

- 6.1.1 Either party may terminate this Agreement at any time by providing written notice to the other party.

- 6.1.2 Either the Affiliate or the Company can terminate access to the platform at any time, either in whole or in part.
- 6.1.3 If the Company detects abuse or irregularities in a client's trading activity, they reserve the right to suspend or terminate the client's account or the Affiliate's account without warning.

6.2 Termination by the Company for Specific Reasons

- 6.2.1 The Company may terminate the agreement immediately by written notice under certain circumstances, such as:
- It becomes unlawful for either party to comply with the obligations.
 - The Affiliate is deemed by the Company to no longer be fit to provide services.
 - The Affiliate loses the necessary authorization or consent to carry out the obligations.
 - The Affiliate is unable to perform due to external factors.

6.3 Survival of Terms

- 6.3.1 The following sections and any breach claims will survive the termination of these Terms: 1 (Definitions), 3 (Code of Conduct), 4 (Responsibilities of the Parties), 5 (Commission Structure), 7 (Intellectual Property), 8 (Limitation of Liability), 9 (Modification of Terms), 10 (Indemnification), 12 (Disclaimer), 11 (Governing Law and Dispute Resolution).

6.4 Consequences of Violations

- 6.4.1 If the Affiliate breaches any part of these Terms, the Company can take legal action, including suspending or terminating the Affiliate's account immediately, without notice. The Company also reserves the right to pursue civil or criminal remedies as applicable.
- 6.4.2 Upon termination of the Affiliate Account, access to the platform will be automatically terminated as well.

6.5 Suspension or Removal

The Company reserves the right to suspend or terminate an Affiliate's participation in the Program if these Terms and Conditions are violated or an Affiliate engages in any fraudulent or unethical behaviour.

6.6 Post-Termination

Upon termination, the Affiliate will no longer be entitled to commissions on new sales. However, commissions on pending or existing sales will be honoured.

We will pay outstanding commissions if it is not deemed fraudulent or within breach of these Terms and Conditions.

7. INTELLECTUAL PROPERTY

7.1 Ownership and Rights

All rights, title, and intellectual property related to the Website and Affiliate Property, link, materials provided, including any content or information exchanged on them, remain with the Company. No rights or licenses are granted to you, except as explicitly stated herein.

7.2 Third-Party Content

The Platform may include content from third parties (“Third-Party Content”). The Company does not endorse, verify, or take responsibility for the accuracy of such content. All intellectual property rights in Third-Party Content remain with the respective providers. No rights are granted to you over Third-Party Content except as expressly outlined in these Terms.

7.3 Access and Use

You may access the Website and the Affiliate Program using authorized Affiliate Credentials, provided you comply with these Terms. Any breach may result in immediate termination of your access.

7.4 Restrictions

You agree not to:

- (a) Modify, reproduce, create derivative works, reverse-engineer, or attempt to uncover the source code of the Website or Platform;
- (b) Remove any copyright, trademark, or identification marks;
- (c) Misrepresent the Company’s Website or Platform by copying its look, feel, or content;
- (d) Alter, filter, or obscure the information on the Website or Platform without authorization;
- (e) Inhibit the full display of web pages accessed by clients from the Website or Platform;
- (f) Use the Website or Platform for commercial purposes beyond soliciting Clients according to these Terms.

7.5 Use of Your Information

You consent to the Company’s use of your content or any information provided, including personal, geographic, or device information, for providing services on the Platform and ensuring secure use of the Website.

8. LIMITATION OF LIABILITY

The Company shall not be held liable for any indirect, incidental, special, or consequential damages, including loss of revenue, profits, or business, arising out of participation in the Affiliate Program.

9. MODIFICATION OF TERMS

9.1. The Company reserves the right to modify these Terms and Conditions at any time. Affiliates will be notified of any significant changes, and continued participation in the Program will constitute acceptance of the modified terms.

9.2. We reserve the right at any time to:

9.2.1 modify, update or change the terms and conditions of these Terms or our [Privacy Policy](#);

9.2.2 modify, update, or change the Website, including eliminating or discontinuing any content or feature of the Website; or

9.2.3 impose fees, charges or other conditions for use of the Platform or parts thereof (with reasonable notice).

9.3 We may make such Changes at any time without prior notice (except as noted in subsection (9.2.3) above). Any Changes to these Terms may be posted on the Company's website or notified to you through push notifications or an email to the email address in your Affiliate Account. For this reason, you should check our website regularly, allow receiving such push notifications, and keep your email address and other contact information up to date in the Affiliate Account. You accept any Changes if you continue to use the Site and Platform after such Changes are effected.

10. INDEMNIFICATION

Affiliates agree to indemnify and hold harmless the Company, its officers, employees, and agents from any claims, damages, losses, or expenses (including legal fees) arising from their participation in the Program or violation of these Terms and Conditions.

11. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement will be governed by and construed in accordance with the laws of Dubai, United Arab Emirates (UAE), without regard to its conflict of law principles.

12. DISCLAIMER

12.1. No Guarantee of Earnings

The Company does not guarantee any specific earnings or profits from participation in the Affiliate Program. Success in the Program is dependent on various factors, including but not limited to the Affiliate's marketing efforts, the actions of referred Clients, and market conditions. The Company makes no representations or warranties regarding potential earnings or the success of the Affiliate's promotional activities.

8.2 No Liability for Third-Party Content

The Company is not responsible for any third-party content or links provided through the Platform. Any interaction with third-party websites or services is done at your own risk, and the Company does not endorse or guarantee the accuracy, legality, or quality of any third-party materials.

8.3 Platform Availability

While the Company strives to provide continuous access to the Platform, the Company does not guarantee uninterrupted or error-free access to the Platform. The Company will not be liable for any temporary disruptions, downtime, or technical issues that may affect the Affiliate's use of the Platform.

8.4 No Legal, Financial, or Tax Advice

The Company does not provide legal, financial, or tax advice. Affiliates are solely responsible for complying with all applicable laws and regulations, including tax obligations, related to their participation in the Affiliate Program. Affiliates should consult with their own legal, financial, or tax advisors as needed.

13. Miscellaneous

13.1. Independent Contractors

Affiliates are independent contractors and not employees of the Company.

13.2. No Exclusivity

Participation in the Program does not grant an Affiliate exclusivity to promote the Company's products or services.

14. Contact Information

For any questions regarding these Terms and Conditions, please contact us:

Email: affiliates@chartchampions.com

Company: CHART CHAMPIONS – FZCO

Location: Dubai Silicon Oasis, IFZA, UAE