

AFFILIATE AGREEMENT

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This Affiliate Agreement (the “**Agreement**”), together with attachments and exhibits (if any), is made and entered into by and between You (“You” or “Affiliate”) and **Jet Corp LLC** (the “Company”, “Our”, “Us” or “We”) (each - a “Party” and together - the “Parties”) and contains complete terms and conditions regarding Your participation in Our affiliate program (the “**Affiliate Program**”).

BY PRESSING THE BUTTON “REGISTRATION” (OR A SIMILAR BUTTON OR BOX) WHEN YOU REGISTER AN AFFILIATE ACCOUNT ON [HTTPS://AFFILERS.COM/](https://affilers.com/) YOU EXPRESSLY CONSENT TO BE ENROLLED IN THE AFFILIATE PROGRAM UNDER THIS AGREEMENT AND CONFIRM THAT YOU HAVE READ THIS AGREEMENT, UNDERSTOOD IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU ALSO ACKNOWLEDGE THAT THE COMPANY’S [COMMUNICATION POLICY](#) AND [PRIVACY POLICY](#) ARE INCORPORATED BY REFERENCE INTO THIS AGREEMENT AND GOVERN YOUR PARTICIPATION IN THIS AFFILIATE PROGRAM.

1. DEFINITIONS

- 1.1. “We”, “Our”, “Us”, “Company” and “Jetvix” means Jet Corp LLC - St. Vincent and the Grenadines company with a company’s number 2823 LLC 2023 and an address at Ginger Village, Belmont, Kingstown, St. Vincent and the Grenadines, VC0100.
- 1.2. “You”, “Your” and “Affiliate(s)” means an individual enrolled and participating in the Affiliate Program.

- 1.3. **“Advertising Materials”** means a variety of graphic and textual materials, including widgets, plug-ins, banners, landing pages, logos, videos and other creative materials You may use in Your Promotional Activities.
- 1.4. **“Affiliate Account”** means Your account on <https://affilers.com/>. Through the Affiliate Account You shall have access to Advertising Materials, Affiliate Links, Your promotional statistics and credits.
- 1.5. **“Affiliate Client”** means a new (i.e. who has never been previously registered as a Client on <https://jetvix.com/>) and unique Client referred directly to the Platform via an Affiliate Link and who meets criterias set forth in Section 4 hereunder.
- 1.6. **“Affiliate Link”** means a link, including graphic (if applicable), with a Universal Record Locator (“URL”) containing a unique affiliate label, that allows users to be redirected to the Platform if clicked.
- 1.7. **“Affiliate Program”** means terms and conditions for the third parties to be enrolled and participate in promoting the Platform, its offers and promotions on their Sites. These terms and conditions are available on <https://jetvix.com/>.
- 1.8. **“Affiliate Type”** means terms and conditions for Your Payout calculaton and accrual.
- 1.9. **“Client”** means an individual successfully registered an account on <https://jetvix.com/> in order to use the Platform. An individual whose registration has not been completed or approved or has been canceled for any reason or at any time by the Platform in any case is not considered as a Client.
- 1.10. **“Platform”** means financial product and services, represented on <https://jetvix.com/>, owned, developed, operated and maintained by Us.
- 1.11. **“Promotional Activities”** means digital advertising campaigns You hold in order to promote and display the Platform and attract new unique Clients.
- 1.12. **“Payout”** means a payment You may receive for Your Promotional Activities subject to the terms hereof.

- 1.13. **“Traffic”** means the total number of Affiliate Clients who visited <https://jetvix.com/>.
- 1.14. **“Trading Account”** means Client’s account registered on <https://jetvix.com/>.
- 1.15. **“Turnover”** means the total amount of all Client’s closed positions denominated in US Dollars.
- 1.16. **“Qualified Event(s)”** means Affiliate Client(s) certain actions(s) or certain indicators of their activities at the Platform determined by the Affiliate Type.
- 1.17. **“Your Site”** means Your or owned by You digital sources where You hold Your Promotional Activities.

2. YOUR ELIGIBILITY AND ENROLLMENT

- 2.1. To participate in the Affiliate Program You have to meet eligibility criterias: **(i)** be older than 18 years or at least reach the age of majority in the jurisdiction where You reside and from where you carry out affiliate activities; **(ii)** act on Your own behalf and have full authority to enter into this Agreement (if mentioned together - the **“Eligibility Criterias”**).
- 2.2. To enroll in the Affiliate Program You have to register an Affiliate Account on <https://affilers.com/> by providing Us certain information about You.
- 2.3. When registering Your Affiliate Account You represent and warrant that **(i)** You meet the Eligibility Criterias; **(ii)** You register an Affiliate Account for Your own interest, benefit and will and only for the purposes of holding Promotional Activities; **(iii)** before registering the Affiliate Account You analyzed and evaluated benefits and potential risks of participation in Affiliate Program; **(iv)** You have the capacity to fulfill Your undertakings under this Agreement in accordance with Your personal law, laws, ordinances, rules and regulations applicable to the Agreement; **(v)** the information You provide Us with as part of registration process or otherwise, including in Your Affiliate Account, is complete, accurate and true and You further

undertake to maintain such information at the same level during Your participation in the Affiliate Program.

- 2.4.** If the registration went successfully, You shall find Your Affiliate Account live. From that moment You are considered to be enrolled in the Affiliate Program and the terms and conditions of this Agreement come in full force and effect until terminated.

Please, keep in mind, that You are solely responsible for all activities on Your Affiliate Account, for loss, theft or unauthorized disclosure of Your Affiliate Account credits and information contained in there.

3. YOUR PROMOTIONAL ACTIVITIES

- 3.1.** Under the Affiliate Program You shall hold Promotional Activities of different kinds. You undertake to perform such Promotional Activities with the highest applicable industry standards and comply with this Agreement, all laws, ordinances, rules and regulations, including advisory ones, applicable to You, Your Promotional Activities and other activities.

- 3.2.** To hold Promotional Activities You shall use Advertising Materials and Affiliate Link which are subject to the terms and conditions hereof (if mentioned together - the “**Materials**”). We will make those Materials available in Your Affiliate Account once You are enrolled in the Affiliate Program.

We grant You non-exclusive, non-transferable, non-sublicensable, revocable and limited license to use Materials for the sole purpose of holding Promotional Activities via Your Site. You may not sublicense, assign or transfer this license.

You may use Materials only as available in Your Affiliate Account - NO alterations, modifications or changes to them are permitted unless otherwise has been expressly approved in advance by Us in writing.

You acknowledge and confirm that this Agreement does not provide You with any intellectual property rights to the Materials other than the limited rights contained herein, nor does it grant You any license or rights to the Platform or its parts, neither it grants You any additional rights and privileges to support Affiliate Clients and (or) to receive any payouts for the Clients referred by other Affiliates or visited the Platform independently. We retain all Our rights, including with no limitations intellectual property and exclusive rights, in the Materials and Platform (in whole or in part) and of Our other rights, including but not limited to proprietary ones.

You grant to Us a non-exclusive, royalty free, worldwide transferable and sub-licensable right and license to use and utilize in any manner Your names, titles, logos, marks, produces creatives and promotional materials, other copyrighted content, graphic files, images and other intellectual property. Without limitations We may use any such intellectual property for the purposes of promoting the Platform and (or) Affiliate Program. or marketing Affiliate, Affiliate's products or services, or as otherwise agreed to with Affiliate.

- 3.3.** Planning, developing, organizing and holding certain Promotional Activities is Your sole responsibility and risk. You shall bear all costs and expenses related to Your Promotion Activities by Your own.

You are solely responsible for development, operation and maintenance of Your Site and for all materials appearing or displaying on it.

- 3.4.** Your Promotional Activities, methods of their performance and materials, included in them, shall meet the requirements set forth in this Agreement and shall not violate or infringe upon the rights of any third party and are not libelous or otherwise illegal. We disclaim all liability and responsibility for such cases and You indemnify Us for any and all claims, losses, suits, demands liabilities, costs or expenses arising due to on in connection with any infringement of a third party right or violation of any of Your undertaking or warranties herein.

- 3.5.** When holding Your Promotion Activities You shall comply with this Agreement, all applicable laws, rules, ordinances, regulations and directives, including but not limited to those relating to email marketing and “spamming”.

Under any circumstances You shall not create, publish, transmit or distribute any bulk electronic mail messages (“SPAM”).

When using emails to hold Your Promotional Activities You may only send emails containing Materials to those individual(s) who have previously contacted You in regard to the Platform and (or) consented to receipt such emails.

- 3.6.** In any case You SHALL NOT **(i)** use malware, spyware, aggressive, malicious and other advertising methods which may adversely affect Our, Platform’s and (or) Affiliate Program credibility or reputation, including but not limited to: promotion through misleading ads on websites, applications, fake systems, services, notifications in applications or signals and (or) through improper or exaggerated advertising slogans or advertising materials or use fraudulent advertising form to force individuals to download the product from the Platform; **(ii)** promote or use installation methods that lead to redirection to Google Play / App Store or download without prior notification of the user about unwanted promotion via SMS services; **(iii)** make any false, misleading or disparaging representations or statements with respect to Us, Platform and (or) Affiliate Program; **(iv)** target ads among individuals under legal age in the target country; **(v)** promote Platform and (or) Affiliate Program in the countries included in a “Stop List”, as set in the clause 4.8.2 herein; **(vi)** practice those advertising methods which violate any intellectual property or other proprietary rights of any third party or violates [Communication Policy](#); **(vii)** use remote programs, trojans, automatic clicks or automatic installation scripts to click or activate Materials in the background without explicit and conscious permission of an individual; **(viii)** use any means to artificially increase the number of impressions and (or) clicks, including manual methods. Clicks on the Materials should be the result of genuine individual's interest. Any method that artificially

generates clicks or views of Materials is strictly prohibited, including but not limited to the following: multiple manual clicks or impressions, any means of generating automatic clicks or impressions, as well as the use of robots or misleading software; **(ix)** use Affiliate Link to register as an Affiliate Client by Yourself; **(x)** register more than one Affiliate Account from the same IP address with an Affiliate Link; **(xi)** open Trading or Affiliate Account from the same IP address through an Affiliate Link and (or) allow relatives and friends to sign up through an Affiliate Link; **(xii)** copy, resemble or mirror the look of Platform and Materials or otherwise misrepresent Your enrollment in Affiliate Program; **(xiii)** promote or inform about similar or comparable (competing) to the Platform products; **(xiv)** use any use any fraudulent schemes when working on the Platform; **(xv)** activate Materials using fictitious users, including but not limited to, bots and Affiliate employees; **(xvi)** use Your own Advertising Materials without Our prior approval; **(xvii)** use hacked, decompiled, or modified Advertising Materials.

4. YOUR PAYOUT

- 4.1.** Subject to the terms of this Agreement You may receive a Payout for the Qualified Event(s) of Your Affiliate Client(s) depending on Your Affiliate Type.

An individual is considered as an Affiliate Client if **(i)** accesses the Platform directly via Affiliate Link, **(ii)** has successfully registered an account on <https://jetvix.com/> using an Affiliate Link, **(iii)** IS NOT a computer generated user, such as robot, bot, script or other automated or fraudulent method to appear like an individual live person, **(iv)** HAS NOT BEEN promised or offered by You any refunds or chargebacks for using an Affiliate Link, and **(v)** IS NOT later determined by Us as being fraudulent, duplicated, generated or arose out of any fraudulent mechanism.

- 4.2.** *IB Affiliate Type*

IB Affiliate Type is a default Affiliate Type available once You are enrolled to the Affiliate Program.

Qualified Event

The Qualified Event for IB Affiliate Type is a rate of Your Affiliate Client trading Turnover at the Platform. If the trading Turnover of Your Affiliate Client reaches a certain rate, You may receive a fixed Payout.

IB Affiliate Type Payout

Options for Turnover rates and corresponding Payout amounts shall be available in Your Affiliate Account. We provide them at Our own discretion. In this regard, please, keep in mind that the conditions You are cooperating with Us may differ from other Affiliates.

To receive a Payout under a certain option available, You have to activate (accept) such option in Your Affiliate Account.

In case there are no available options in Your Affiliate Account or You did not activate (accept) available ones, the standard conditions shall apply:

- five (5) US Dollars (USD) for one hundred thousand (100 000) US Dollars (USD) turnover of Your Affiliate Client(s) at the Platform.

IB Affiliate Type Payout specifics:

- We shall accrue Your Payout proportionally based on the turnover of each Your Affiliate Client.

We shall no longer make accruals and corresponding payment in respect of turnover of the Affiliate Client, if the sum of all Your previous accruals from such Affiliate Client turnover reaches the Payout cap (the “**Payout Cap**”).

The Payout Cap is 100% (one hundred per cent) from the difference between the sum of all deposits and the sum of all withdrawals, made by an Affiliate Client.

- When determining Your IB Affiliate Type Payout We shall not take into account the Client(s)'s turnover generated or produced with Bonuses and (or) Bonus Funds (as these terms are determined in the Client Agreement).
- Combination with Respawn Promotion (applicable till the end of Respawn Promotion): If Your Affiliate Client used the Respawn function (as described in Respawn Promotion Rules), We shall reduce Your Payout by the sum of Your Affiliate Client's profit from those their trading operations executed from the moment of deposit credit till the moment of the Respawn function use.

4.3. At our own discretion We may make available to You other Affiliate Types with their specific terms and conditions.

For example, CPA Affiliate Type in accordance to which You may receive a fixed Payout accruing for each first deposit (FTD), made by Your Affiliate Client(s) at the Platform and verified by Our security system.

In order to activate available Affiliate Type other than IB Affiliate Type You have to accept it in Your Affiliate Account.

In case there are no other available Affiliate Types in Your Affiliate Account or You did not accept provided Affiliate Types, You may practice only IB Affiliate Type.

4.4. We shall pay Your Affiliate Payout based on and subject to **(i)** the information in Your Affiliate Account about the Affiliate Type, **(ii)** compliance of Your Promotional Activities with this Agreement (the **“Compliance Verification”**) and the results of anti-fraud check of Your Promotional Activities (the **“Anti-Fraud Check”**), **(iii)** the amount of Your affiliate balance at the due payment date is at least one hundred (100) US dollars (USD).

4.5. The amount of Your Payout will be determined based on the results of Compliance Verification and Anti-Fraud Check of Your Promotional Activities performed in one (1) calendar month (the **“Reporting Period”**).

We shall conduct those inspections within the period not exceeding fourteen (14) days upon the end of the Reporting Period. If We determine any fraud in order to artificially inflate Your Payout, any illegitimate actions in Your Promotional Activities or their non-compliance to this Agreement, We have the right to decrease the Payout amount or make Your payout entitlement void and null.

- 4.6. You shall receive Your Payouts via a payment method You approved in Your Affiliate Account. We may withhold Your Payouts until You approve one of the payment methods available or agree with Us on the alternative payment method available.
- 4.7. We shall process Your Payouts within fourteen (14) days following the completion of Anti-Fraud Check and Compliance Verification. You have a right to send Us a request for early payment.
- 4.8. Notwithstanding anything to the contrary in this Agreement, We SHALL NOT be responsible to pay any Payouts and have the right to make payment void or make a deduction if:
 - 4.8.1. the Affiliate Client does not pass verification on the Platform or the results of this verification were subsequently canceled for any reason;
 - 4.8.2. the Your Traffic comes from North Korea, Canada, USA, Australia, Austria, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Greece, Hungary, Ireland, Italy, Germany, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Norway, Iceland, Liechtenstein, Sweden, United Kingdom, Andorra, Vatican, Monaco, San Marino, Cyprus, Switzerland, Israel, Syria, Singapore, Hong Kong, New Zealand, Iran, Saint Vincent and the Grenadines, Moldova, Japan, Russia, Belarus, Afghanistan, Iraq, Libya, Palestine, South Sudan, Albania, Haiti, Jamaica, Mali, Myanmar, Nicaragua, Senegal, Zimbabwe, Cuba, United Arab Emirates.

- 4.8.3. We have detect fraudulent actions in Your Promotional Activities, including, but not limited to SPAM, false advertising, use of stolen credit cards, collusion, falsification of services, systems, premiums or advertising, offers for direct or indirect division of Affiliate Payouts with Clients, or any unauthorized use of accounts, copyrights, or trademarks of third parties aimed at deceiving the Platform, regardless of the amount of damage caused.
- 4.8.4. You and (or) Your Promotional Activities do not comply or contradict applicable laws, rules, regulations or this Agreement;
- 4.8.5. You fail to provide Us forms or information requested or any other document, within the framework of Affiliate Program before the due payment date;
- 4.8.6. a third party informs Us about Your wrongdoing, dishonest, or unprofessional behavior;
- 4.8.7. You do not receive Your Payouts for more than two weeks due to restrictions from Your payment system (exceeding the limits, etc.).
- 4.9. We reserve the right at Our own discretion to modify Affiliate Types terms and conditions, add new Affiliate Types or exclude current ones, as well as to modify and change other terms contained herein.
- 4.10. You are solely responsible for all applicable taxes that arise from or as a result of any activities under this Agreement or with respect to the Affiliate Program. We have the right to provide any information on accrued and paid to You amounts to any authorities.
- 4.11. We may agree with You on other (and) or additional payout terms and conditions in a supplementary agreement to this Agreement.

5. YOUR LIABILITIES

- 5.1.** We have the right to collect fines from You:
- 5.1.1.** in the amount of 50 to 100% of the affiliate balance on the date of fine collection in the event of a breach of the obligations stipulated in subclauses (i) - (iv), (viii), (ix), (xiv), (xv) clause 3.6 of this Agreement, and suspend the Affiliate Account with advance notice.
 - 5.1.2.** in the amount of 10 to 20% of the affiliate balance on the date of fine collection in the event of a breach of the obligations stipulated in subclauses (v), (vii), (x), (xiii), (xvii) clause 3.6 of this the Agreement, and suspend the Affiliate Account with advance notice.
- 5.2.** In the event that the breach of Your obligations provided for in clause 3.6 of the Agreement is identified by a Client, We have the right to suspend the Affiliate Account for the duration of the investigation.
- 5.3.** In the event We determine that You are using the Affiliate Account for purposes other than for promoting the Platform and are violating this Agreement, We have the right to suspend the Affiliate Account with prior notification.
- 5.4.** If You breach the obligations stipulated in subclause (xiv) of clause 3.6 of the Agreement, We have the right to withhold any and all Your Affiliate Payouts.
- 5.5.** We have the right to suspend Your Affiliate Account without notifying in the following cases:
- 5.5.1.** You use illegal websites, businesses or mailing lists;
 - 5.5.2.** You participate in the demonstration of illegal content on websites or in the Your electronic mailing lists with offers of illegal goods;
 - 5.5.3.** use of websites that contain or propagate material that is defamatory, discrediting, obscene, offensive, cruel, fanatical, hateful, illegal, hazardous or pornographic, or links to websites of this nature;

- 5.5.4.** chaotic posting of links to advertising materials on any websites in mailing lists, banner networks, counters, guest books, IRC channels, or other internet resources of a similar kind;
 - 5.5.5.** organization of or assistance in any unfair operations, including the use of any devices, programs, robots, hidden frames or redirects, or fake traffic;
 - 5.5.6.** creation or organization of any advertising campaign providing any prizes, points, or compensation for any activities that the Platform deems inadmissible without prior written approval from the Platform;
 - 5.5.7.** weakening, distortion, or denigration of business reputation of the Platform;
 - 5.5.8.** providing any user with any transactions with direct or indirect cost compensation.
- 5.6.** We have the right, in addition to any other available means of protection, to recognize the Affiliate Link as invalid and immediately block Your access to Your Affiliate Account with payments of Affiliate Payout.
- 5.7.** We reserve the right to terminate and (or) retain Affiliate Payout at any time, and (or) cancel Your requests for advertising materials, in the case of reasonable suspicions that actions have taken place or text or images were used which violate or may violate applicable law or there are reasonable grounds to believe that these actions may have negative commercial consequences for the Platform.
- 5.8.** You guarantee to compensate for any damages and safeguarding of the Platform, as well as its directors, shareholders, subsidiaries, employees, or agents against any liability, claims, costs, expenses or damages, including reasonable expenses for legal aid arising directly or indirectly from the activities of You or Your Affiliate Clients or services and products provided by the Platform. We have the right to deduct reimbursement from Affiliate Payouts if there are reasons for its collection.

6. OUR LIABILITIES AND INDEMNIFICATION

- 6.1.** In any case We, Our directors, shareholders, subsidiaries, employees, or agents will not be liable to You under this Agreement (whether in contract or based on warranty, negligence, tort, strict liability or otherwise) for any indirect, incidental, accidental, consequential, reliance, punitive, exemplary, extreme, subsequent or other damages or costs, including but not limited to loss of revenue or profits, indirect damages, loss of income, loss of data, or damage to reputation, even if You was advised or aware of of such damages or costs could result.
- 6.2.** We are not responsible for failures or malfunctions of any software, hardware, or communication facilities or other systems.
- 6.3.** Our liability is limited to the amount of documented direct damage incurred by You as the result of Our gross negligence or deliberate unlawful actions and will not, in aggregate, exceed an amount equal to the lesser of **(i)** total amount of Your Affiliate Payouts received in one (1) past month before the occurrence of the event entailing liability, or **(ii)** five thousand (5,000) US dollars (USD) .
- You recognize and acknowledge that this limitation of liability is fair and reasonable.
- 6.4.** To the extent permitted by applicable law, We disclaim any express or implied warranties, including any express or implied warranties of the absence of a breach, the turnover of services or products offered by the Platform, as well as the accessibility of the Platform and the absence of viruses, errors, or threats to security.
- 6.5.** You agree to indemnify and hold Us, Our directors, shareholders, subsidiaries, employees, or agents harmless for and against any claims that directly or indirectly arise out of or are based on **(a)** any Your breach of this Agreements, including breach of Your representations and warranties; **(b)** Your negligence or willful misconduct; **(c)** any Your actual or alleged infringement of any intellectual property and (or) other rights of any third parties.

7. AMENDMENTS AND TERMINATION OF THE AGREEMENT

- 7.1.** The Agreement enters into force the moment the Affiliate expresses consent to the terms of this Agreement and operates sequentially every 12 (twelve) months in the event that neither of the Parties has declared its termination.
- 7.2.** We have the right to unilaterally amend and modify the Agreement any time at our own discretion.
- 7.3.** The Agreement can be terminated on the basis of the mutual agreement of the Parties.
- 7.4.** The Agreement can be terminated at Our own initiative in the following cases:
 - 7.4.1.** You violated the provisions clause 3.6, 5.5 of the Agreement with immediate effect;
 - 7.4.2.** at any time and for any or no reason, when notifying You seven (7) days before the date of termination by email or by posting a message on <https://jetvix.com/> that the Agreement is terminated with all Affiliates at the same time.
- 7.5.** The Agreement can be terminated at Your initiative at any time when notifying Us seven (7) days prior via email to support@jetvix.com.
- 7.6.** From the moment of termination of the Agreement, You no longer accrue Affiliate Payouts for new Affiliate Clients. At the same time, We continue to pay Affiliate Payouts for already registered Affiliate Clients for 3 (three) months from the Agreement termination date, provided that the basis for termination was not clauses 3.6, 5.5 of the Agreement.
- 7.7.** In the event of termination of the Agreement for any reason, You must stop using all Advertising Materials and remove them from Your Site.

8. CONFIDENTIALITY

- 8.1. Any information or data received by the Parties in connection with the conclusion and fulfillment of the Agreement shall be treated as confidential and cannot be disclosed to third parties, except for cases when such information is provided at the request of government agencies that monitor compliance with applicable law.
- 8.2. Confidential information cannot be disclosed to third parties, published, or otherwise disclosed during the term of the Agreement and within five (5) years after its expiration.

9. CONSIDERATION OF APPEALS, CLAIMS AND DISPUTES

- 9.1. The Parties should attempt to settle all disputes through negotiations.
- 9.2. In the event of a disputable situation, You have the right to file a claim and send it to the following email address support@jetvix.com.
- 9.3. Your claim will be considered within twenty (20) business days from the date of receipt, provided that it contains a reasoned description of violations of the terms of Affiliate Program and the necessary evidence (if any).
- 9.4. You may be denied in consideration of Your claim in cases where the claim does not specify the following:
 - 9.4.1. the Affiliate's information (the Affiliate's login and email address), date, time and description of the dispute, the Affiliate's demands;
 - 9.4.2. the amount of the claim and justification of how it was calculated (if the claim is subject to monetary valuation);
 - 9.4.3. the circumstances in which the demands are based and evidence supporting them, including relevant clauses in the Agreement;
 - 9.4.4. a list of documents attached to the claim (complaint) and other evidence certified by the Affiliate;
 - 9.4.5. other information necessary for the settlement of the dispute;

- 9.4.6.** claims are filed after more than fourteen (14) business days after the date of the dispute;
- 9.4.7.** claims contains emotional evaluation of the event; offensive remarks about the Affiliate Program, Platform, Us and (or) Our employees; lexicon of an obscene nature and (or) insults, or any threats directed at the Platform or its employees.
- 9.5.** As part of the dispute's consideration, We may request You to provide additional documents, comments, or information. Consideration of the claim is carried out on the basis of the facts stated in the claim and records of the server logs. When resolving a dispute, the records of the trading log servers of the Platform shall prevail over other evidence.
- 9.6.** The dispute may be reviewed in a court procedure if the Parties fail to settle it within one (1) month from the receipt of the claim by the Platform.

10. ADDITIONAL CONDITIONS

- 10.1.** You or persons acting on Your behalf shall not be entitled to declare invalidity, inapplicability, or to contest the provisions of this Agreement.
- 10.2.** Affiliate Clients shall always considered as clients of the Platform, which is the sole and exclusive owner of the user contact database. You are not entitled to contact Clients or Affiliate Clients without Our written approval. If such approval is provided but We subsequently discover that such contact made by You is contrary to the interests of the Platform, We have the right to revoke the approval granted, terminate the Agreement unilaterally, and retain any and all Affiliate Payouts due.

- 10.3.** We and You are independent contractors and not partners or joint venturers. No provisions of this Agreement can be interpreted as creating a partnership, employment, joint venture, or agency relationship between Us.
- 10.4.** Under no circumstances shall We authorize You to publish informational messages or any statements on its behalf.
- 10.5.** By accepting the terms of this Agreement, You agree to receive commercial messages (advertising and newsletters) from Us by email. You can unsubscribe at any time from these messages by sending an email to support@jetvix.com.
- 10.6.** This Agreement is the most complete and definitive description of all the terms of cooperation between You and Us and supersedes all preliminary oral or written agreements.
- 10.7.** We may, at any time, at Our own discretion, add to, remove or otherwise amend and modify any or all terms, conditions and (or) other provisions of this Agreement, including any Policies referred herein.

Such amendments and modifications enter into force from the moment they are published on <https://affilers.com/>.

It is Your sole responsibility to monitor the latest version of this Agreement and to verify You are working under actual and effective terms and conditions.

Your continued use of Affiliate Program and (or) Advertising Materials and (or) Affiliate Link constitutes Your binding and legally enforceable agreement to such amendments and modifications.

If You do not wish to accept any such amendments and modifications, You are entitled to terminate this Agreement.

- 10.8.** You may not assign or delegate any of the rights or obligations under this Agreement, and any such attempted assignment or delegation will be void.

10.9. The laws of St. Vincent and the Grenadines will govern this Agreement, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the courts located in St. Vincent and the Grenadines and You irrevocably consent to the jurisdiction of such courts.

10.10. All notices must be in writing. Notices will be deemed given: **(i)** if delivered in person, upon receipt; **(ii)** if delivered by an internationally recognized express mail carrier, upon delivery; or **(iii)** if delivered by agreed emails, upon delivery.

You may send notices to Us only in person at Ginger Village, Belmont, Kingstown, St. Vincent and the Grenadines, VC0100 or by email at support@jetvix.com. If You prefer to notify Us via email, then You have to send notification only via email You used to register Your Affiliate Account. Otherwise the notification procedure is not deemed to be effective and Your notice is not deemed to be sent to Us.

We may send notices to You via any of the methods described above according to the information provided in Your account.

10.11. We and You may agree to additional or different terms and conditions to this Agreement via emails: from Your side - email You used to register Your Affiliate Account; from Our side - any email under the domain jetvix.com.

The correspondence We may hold via emails, mentioned in this clause, is deemed legally binding and having legal force.