

OptionWeb Sponsor Club Terms and Conditions

OW Marketing LTD

The Partner Program Operating Agreement This the Partner Program Operating Agreement (the "Agreement") is made and entered into by and between OptionWeb the Partner ("OW Sponsor Club "or "we"), and you, ("you" or "The Partner") the party submitting an application to become a OW Sponsor Club the Partner). The terms and conditions contained in this Agreement apply to your participation with <https://sponsor.optionweb.com/> com ("The Partner Program"). Each The Partner Program offer (an "Offer") may be for any offering by OW Sponsor Club or a third party (each such third party a "Client") and may link to a specific web site for that particular Offer ("Program Web Site"). Furthermore, each Offer may have additional terms and conditions on pages within the Partner Program and are incorporated as part of this Agreement. By submitting an application or participating in an Offer, you expressly consent to all the terms and conditions of this Agreement.

1. Enrollment in the Partner Program

You must submit The Partner Program application from our website. You must accurately complete the application to become a Partner. Following your application, a welcome email will be sent by your account manager, additional information might be request in order to review your application. After we review your application, we will notify you of your acceptance or rejection to the Partner Program, generally within three (3) business days. We may accept or reject your application at our sole discretion for any reason.

2. Obligations of the Parties

Subject to our acceptance of you as and The Partner and your continued compliance with the terms and conditions of this Agreement, OW Sponsor Club agrees as follows:

- I. We will make available to you via the Partner Program graphic and textual links to the Program Web Site and/or other creative materials (collectively, the "Links") which you may display on web sites owned or controlled by you, in emails sent by you and clearly identified as coming from you and in online advertisements (collectively, "Media"). The Links will serve to identify you as a member of our The Partner Program and will establish a link from your Media to the Program Web Site.
- II. We will pay The Partner for each Qualified Action (the "Commission"). A "Qualified Action" means an individual person who (i) accesses the Program Web Site via the Partner Link, where the Link is the last link to the Program Web Site, (ii) is not a computer generated user, such as a robot, spider, computer script or other automated, artificial or fraudulent method to appear like an individual, real live person, (iii) is not using pre-populated fields (iv) completes all of the information

required for such action within the time period allowed by OW Sponsor Club and (v) is not later determined by OW Sponsor Club to be fraudulent, incomplete, unqualified or a duplicate.

- III. Any commissions earned monthly, provided that your account is currently greater than \$0 will be paid. T the first month of campaign, considered as a mutual test period. We reserve the right to charge back to your account any previously paid Qualified Actions that are later determined to have not met the requirements to be a Qualified Action.
- IV. Payment for Commissions is dependent upon Clients providing such funds to OW Sponsor's Club, and therefore, you agree that OW Sponsor Club shall only be liable to you for Commissions to the extent that OW Sponsor Club has received such funds from the Clients. You hereby release OW Sponsor Club from any claim for Commissions if OW Sponsor Club has not received such funds from the Clients.
- V. You must send at the end of the month an invoice, for OW Sponsor Club to be able to proceed to wire transfer payment based upon the amount written on OW The Partner program and confirmed by OW Accounting. All tracking of Links and determinations of Qualified Actions and Commissions shall be made by OW Sponsor Club in its sole discretion. In the event that Your disputes in good faith any portion of an invoice, the dispute will be submitting to OWMarketing Ltd in writing and in sufficient detail within thirty (30) days of the date on the invoice. If the Partner does not dispute the invoice as set forth herein, then The Partner agrees that it irrevocably waives any claims based upon that invoice. In the event that the Partner is also tracking Qualified Actions and The Partner claims a discrepancy, the Partner must provide OW Sponsor Club with reports within three (3) days after 30th day of the calendar month, and if OW Sponsor Club 's and the Partner reported statistics vary by more than 10% and OW Sponsor Club reasonably determines that The Partner has used generally accepted industry methods to track Qualified Actions, then OW Sponsor Club and his Partner agree to make a good faith effort to arrive at a reconciliation. If the parties are unable to arrive at reconciliation, then OW Sponsor Club 's numbers shall govern.
- VI. If the Partner has an outstanding balance due to OW Sponsor Club under this Agreement or any other agreement between the Partner and OW Sponsor's Club, whether or not related to the Partner Program, the Partner agrees that OW Sponsor Club may offset any such amounts due to OW Sponsor Club from amounts payable to The Partner under this Agreement.

The Partner also agrees to :

- VII. Have sole responsibility for the development, operation, and maintenance of, and all content on or linked to, your Media.

- VIII. Ensure that all materials posted on your Media or otherwise used in connection with the Partner Program (i) are not illegal, (ii) do not infringe upon the intellectual property or personal rights of any third party and (iii) do not contain or link to any material which is harmful, threatening, defamatory, obscene, sexually explicit, harassing, promotes violence, promotes discrimination (whether based on sex, religion, race, ethnicity, nationality, disability or age), promotes illegal activities (such as gambling), contains profanity or otherwise contains materials that OW Sponsor Club informs you that it considers objectionable (collectively, "Objectionable Content").
- IX. Not make any representations, warranties or other statements concerning OW Sponsor Club or Client or any of their respective products or services, except as expressly authorized herein.
- X. Make sure that your Media does not copy or resemble the look and feel of the Program Web Site or create the impression that your Media is endorsed by OW Sponsor Club or Clients or a part of the Program Web Site, without prior written permission from us.
- XI. Comply with all (i) obligations, requirements and restrictions under this Agreement and (ii) laws, rules and regulations as they relate to your business, your Media or your use of the Links.
- XII. Comply with the terms, conditions, guidelines and policies of any third party services used by The Partner in connection with the Partner Program, including but not limited to, email providers, social networking services and ad networks.
- XIII. Always prominently post and make available to end-users, including prior to the collection of any personally identifiable information, a privacy policy in compliance with all applicable laws that clearly and thoroughly discloses all information collection, use and sharing practices, including providing for the collection of such personally identifiable information in connection with the Partner Program and the provision of such personally identifiable information to OW Sponsor Club and Clients for use as intended by OW Sponsor Club and Clients.
- XIV. Always prominently post and make available to end-users any terms and conditions in connection with the Offer set forth by OW Sponsor Club or Client, or as required by applicable laws regarding such Offers.
- XV. Make sure to not place OW Sponsor Club ads on any online auction platform (i.e. eBay, Amazon, etc).
- XVI. The Partner Network Campaigns. For all The Partner's that maintain their own The Partner networks, The Partner agrees to place the Links in its The Partner network (the "Network") for access and use by those The Partners in The Partner's Network (each a "Third Party the Partner"). The Partner agrees that it will expressly forbid any Third Party the Partner to modify the Links in
- XVII. Partner shall not permit any party to be a Third Party the Partner whose web site or business model involves content containing Objectionable Content. All Third Party the Partners must be in good standing with The Partner. The Partner must require and confirm that all Third Party the Partners affirmatively accept, through verifiable means, this Agreement prior to obtaining access to the Links. The Partner shall promptly terminate any Third Party the Partner who takes, or could reasonably be expected to take, any action that violates the terms and conditions of this Agreement. In the event that either party suspects any wrongdoing by a Third Party the Partner with respect to the Links, the Partner shall promptly disclose to OW Sponsor Club the identity and contact information for such

Third Party the Partner. The Partner shall promptly remove any Third Party the Partner from the Partner Program and terminate their access to future Offers of OW Sponsor Club in the Network upon written notice from OW Sponsor's Club. Unless OW Sponsor Club has been provided with all truthful and complete contact information for a Third Party the Partner and such Third Party the Partner has affirmatively accepted this Agreement as recorded by OW Sponsor's Club, the Partner shall remain liable for all acts or omissions of any Third Party the Partner.

XVIII. Ow Sponsor Club accept traffic only from the following country Belgium, France, Germany, Italy Liechtenstein, Luxembourg, Monaco, Reunion, Switzerland, Austria, French Polynesia, Martinique, Guadeloupe, Reunion, French Guinea, Haiti, Saint Martin, Saint Barthelemy. Other country of traffic is not eligible for commission.

Confidentiality

Except as otherwise provided in this Agreement or with the consent of OW Sponsor Club , you agree that all information, including, without limitation, the terms of this Agreement, business and financial information, customer and vendor lists, and pricing and sales information, concerning us or any of our The Partners provided by or on behalf of any of them shall remain strictly confidential and secret and shall not be utilized, directly or indirectly, by you for any purpose other than your participation in the Partner Program, except and solely to the extent that any such information is generally known or available to the public through a source other than you. The Partner shall not use any information obtained from the Partner Program to develop, enhance or operate a service that competes with the Partner Program, or assist another party to do the same.

Limited License & Intellectual Property

We grant you a nonexclusive, nontransferable, revocable right to use the Links and to access our web site through the Links solely in accordance with the terms of this Agreement, for the sole purpose of identifying your Media as a participant in the Partner Program and assisting in increasing sales through the Program Web Site.

You may not alter, modify, manipulate or create derivative works of the Links or any OW Sponsor Club graphics, creative, copy or other materials owned by, or licensed to, OW Sponsor Club in any way. You are only entitled to use the Links to the extent that you are a member in good standing of the Partner Program. We may revoke your license anytime by giving you written notice. Except as expressly stated herein, nothing in this Agreement is intended to grant you any rights to any of OW Sponsor Club trademarks, service marks, copyrights, patents or trade secrets. You agree that OW Sponsor Club may use any suggestion; comment or recommendation you choose to provide to OW Sponsor Club without compensation. All rights not expressly granted in this Agreement are reserved by OW Sponsor's Club.

OptionWeb's regulation

Lionsman Capital Markets (Cyprus) Ltd (hereinafter referred to as the "Company"), a company duly registered and existing under the laws of the Republic of Cyprus with registration number 279944 and with its registered office at 18, Evagora Papachristoforou, Petoussis Bros Building, 4th Floor, 3030, Limassol, Cyprus is regulated by the Cyprus Securities and Exchange Commission (hereinafter referred to as "CySec") as a Cyprus Investment Firm (CIF), with license number 175/12.

The relevant Cyprus legislation for the regulation of CIFs and Investments Firms, Law 144(I)/2007 and 106(I)/2009, as amended, 'Law which Provides for the Provisions of Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and other Related Matters (hereinafter referred to as the "Law") has been drafted and is implementing within Cyprus legislation the original Markets in Financial Instruments Directive (MiFID), which was implemented in November 2007. MiFID introduced competition to the EU trading landscape and provided a 'passport' for trading venues and investment firms to operate throughout Europe on the basis of authorization in their home Member State (MS), introducing also a number of various investor protection measures.

Since May 4 2012 Binary Options are considered Financial Instruments and covered under the law. Lionsman Capital Markets (Cyprus) Ltd is authorized to provide investment and ancillary services in the EU (including France) under CySec license 175/12, using the trading name OptionWeb.

Termination

This Agreement shall commence on the date of our approval of your The Partner Program application and shall continue thereafter until terminated as provided herein. You may terminate your participation in the Partner Program at any time by removing all Links from your Media, deleting all copies of the Links. We may terminate your participation in one or more Offers or this Agreement at any time and for any reason which we deem appropriate with or without prior notice to you by disabling the Links or providing you with a written notice. Upon termination of your participation in one or more Offers or this Agreement for any reason, you will immediately cease all use of and delete all Links, plus all OW Sponsor Club or Client intellectual property, and will cease representing yourself as a OW Sponsor Club or Client the Partner for such one or more Offers. All rights to validly accrued payments, causes of action and any provisions, which by their terms are intended to survive termination, shall survive any termination.

Remedies

In addition to any other rights and remedies available to us under this Agreement OW Sponsor Club reserves the right to delete any actions submitted through your Links and withhold and freeze any unpaid Commissions or charge back paid Commissions to your account if (i) OW Sponsor Club determines that you have violated this Agreement, (ii) OW Sponsor Club receives any complaints about your participation in the Partner Program which OW Sponsor Club reasonably believes to violate this Agreement or (iii) any Qualified Action is later determined to have not met the requirements set forth in this Agreement or on the Partner Program. Such withholding or freezing of Commissions, or charge backs for paid Commissions, shall be without regard as to whether or not such Commissions were earned as a result of such breach. In the event of a material breach of this Agreement, OW Sponsor Club reserves the right to disclose your identity and contact information to appropriate law enforcement or regulatory authorities or any third party that has been directly damaged by your actions.

Anti-Spam Policy

You must strictly comply with the federal CAN-SPAM Act of 2003 (the "Act"). All emails sent in connection with the Partner Program must include the appropriate party's opt-out link. From time to time, we may request - prior to your sending emails containing linking or referencing the Partner Program that you submit the final version of your email to OW Sponsor Club for approval by sending it to your OW Sponsor Club representative and upon receiving written approval from OW Sponsor Club of your email the email may be transmitted to third parties.

It is solely your obligation to ensure that the email complies with the Act. You agree not to rely upon OW Sponsor's Club's approval of your email for compliance with the Act, or assert any claim that you are in compliance with the Act based upon OW Sponsor Club's approval.

Fraud

You are expressly prohibited from using any persons, means, devices or arrangements to commit fraud, violate any applicable law, interfere with other The Partners or falsify information in connection with referrals through the Links or the generation of Commissions or exceed your permitted access to the Partner Program. Such acts include, but are in no way limited to, using automated means to increase the number of clicks through the Links or completion of any required information, using spyware, using steal ware, cookie-stuffing and other deceptive acts or click-fraud. OW Sponsor Club shall make all determinations about fraudulent activity in its sole discretion.

Representations and Warranties

You hereby represent and warrant that this Agreement constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms and that you have the authority to enter into this Agreement. Subject to the other terms and conditions of this Agreement, OW Sponsor Club represents and warrants that it shall not knowingly violate any law, rule or regulation which is applicable to OW Sponsor Club 's own business operations or OW Sponsor Club 's proprietary products or services.

Modifications

In addition to any notice permitted to be given under this Agreement, we may modify any of the terms and conditions of this Agreement at any time by providing you with a notification by email. The changes will become effective ten (10) business days after such notice. If the modifications are unacceptable to you, you may terminate this Agreement without penalty solely on the account of such termination within such ten (10) business day period. Your continued participation in this The Partner Program ten (10) business days after a change notice has been posted will constitute your acceptance of such change. In addition, OW Sponsor Club may change, suspend or discontinue any aspect of an Offer or Link or remove, alter, or modify any tags, text, graphic or banner ad in connection with a Link. The Partner agrees to promptly implement any request from OW Sponsor Club to remove, alter or modify any Link, graphic or banner ad that is being used by The Partner as part of the Partner Program.

Independent Investigation

You acknowledge that you have read this Agreement and agree to all its terms and conditions. You have independently evaluated the desirability of participating in the Partner Program and each Offer and are not relying on any representation, guarantee or statement other than as set forth in this Agreement or on the Partner Program.

Mutual Indemnification

The Partner hereby agrees to indemnify, defend and hold harmless OW Sponsor Club and Clients and their respective subsidiaries, The Partners, Partners and licensors, directors, officers, employees, owners and agents against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and costs) based on (i) any failure or breach of this Agreement, including any representation, warranty, covenant, restriction or obligation made by The Partner herein, (ii) any misuse by The Partner, or by a party under the reasonable control of The Partner or obtaining access through The Partner, of the Links, Offers or OW Sponsor

Club or Client intellectual property, or (iii) any claim related to your Media, including but not limited to, the content contained on such Media (except for the Links).

OW Sponsor Club hereby agrees to indemnify, defend and hold harmless The Partner and its subsidiaries, The Partners, Partners, and their respective directors, officers, employees, owners and agents against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and costs) based on a claim that OW Sponsor Club is not authorized to provide you with the Links.

Disclaimers

THE PARTNER PROGRAM AND LINKS, AND THE PRODUCTS AND SERVICES PROVIDED IN CONNECTION THEREWITH, ARE PROVIDED TO THE PARTNER "AS IS". EXCEPT AS EXPRESSLY SET FORTH HEREIN, OW SPONSOR CLUB EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. OW SPONSOR CLUB DOES NOT WARRANT THAT THE PARTNER PROGRAM OR LINKS WILL MEET THE PARTNER'S SPECIFIC REQUIREMENTS OR THAT THE OPERATION of the PARTNER PROGRAM OR LINKS WILL BE COMPLETELY ERROR- FREE OR UNINTERRUPTED. OW SPONSOR CLUB EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY ACT OR OMISSION OF A CLIENT OR THEIR PRODUCTS OR SERVICES. OW SPONSOR CLUB DOES NOT GUARANTEE THAT THE PARTNER WILL EARN ANY SPECIFIC AMOUNT OF COMMISSIONS.

Limitation of Liability

IN NO EVENT SHALL OW SPONSOR CLUB BE LIABLE FOR ANY UNAVAILABILITY OR INOPERABILITY OF THE LINKS, PROGRAM WEB SITES, TECHNICAL MALFUNCTION, COMPUTER ERROR, CORRUPTION OR LOSS OF INFORMATION, OR OTHER INJURY, DAMAGE OR DISRUPTION OF ANY KIND BEYOND THE REASONABLE CONTROL OF OW SPONSOR'S CLUB. IN NO EVENT WILL OW SPONSOR CLUB BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PERSONAL INJURY / WRONGFUL DEATH, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR LOSS OF BUSINESS OPPORTUNITY, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT OW SPONSOR CLUB HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. OW SPONSOR CLUB 'S CUMULATIVE LIABILITY TO THE PARTNER, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS PAID TO THE PARTNER BY OW SPONSOR CLUB IN COMMISSIONS DURING THE SIX (6) MONTHS IMMEDIATELY PRIOR TO SUCH CLAIM.

Governing Law & Miscellaneous

The Partner shall be responsible for the payment of all attorneys' fees and expenses incurred by OW Sponsor Club to enforce the terms of this Agreement. This Agreement contains the entire agreement between OW Sponsor Club and The Partner with respect to the subject matter hereof, and supersedes all prior and/or contemporaneous agreements or understandings, written or oral. The Partner agrees that OW Sponsor Club shall not be subject to or bound by any The Partner insertion order or online terms and conditions that amend conflict with or supplement this Agreement, regardless of whether OW Sponsor Club "clicks through" or otherwise indicates its acceptance thereof. The Partner may not assign all or any part of this Agreement without OW Sponsor Club 's prior written consent. OW Sponsor Club may assign this Agreement at any time with notice to The Partner. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors and valid assigns of the parties hereto. The provisions of Section 3, 4(b), 6, 7, 8, 12-15 and any accrued payment obligations shall survive the termination of this Agreement. Except as set forth in the "Modifications" section above, this Agreement may not be modified without the prior written consent of both parties. If any provision of this Agreement is held to be void, invalid or inoperative, the remaining provisions of this Agreement shall continue in effect and the invalid portion of any provision shall be deemed modified to the least degree necessary to remedy such invalidity while retaining the original intent of the parties. Each party to this Agreement is an independent contractor in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a Partnership, joint venture, association or employment relationship between the parties. No course of dealing nor any delay in exercising any rights hereunder shall operate as a waiver of any such rights. No waiver of any default or breach shall be deemed a continuing waiver or a waiver of any other breach or default.

By submitting and application to The Partner Program, you affirm and acknowledge that you have read this Agreement in its entirety and agree to be bound by all of its terms and conditions. If you do not wish to be bound by this Agreement, you should not submit an application to The Partner Program. If an individual is accessing this Agreement on behalf of a business entity, by doing so, such individual represents that they have the legal capacity and authority to bind such business entity to this Agreement. This Agreement was last revised on 09-01-2016