

# CFD Affiliate Terms

The present CFD Affiliate General Terms and Conditions (the “Terms”) govern the legal relationship between **You (“the Affiliate”)** and **Trading 212**, established by executing the Affiliate Participation Form set forth in the registration page located at <https://www.trading212.com/affiliates>. In case of conflict between provisions of the Marketing Guidelines and the Terms, the present Terms take precedence.

Trading 212 and You will be collectively referred to as the “Parties” and individually referred to as a “Party”.

**BY TICKING THE BOX “I’ve read and accept the Trading 212’s CFD Affiliate Terms, Marketing Guidelines and Privacy Notice” IN THE PROCESS OF AFFILIATE PARTICIPATION FORM SUBMISSION, YOU AGREE TO ABIDE BY OUR APPLICABLE PRIVACY POLICY, CFD MARKETING GUIDELINES AND THE FOLLOWING TERMS, AS A WHOLE.**

**THESE TERMS ARE INTENDED FOR AFFILIATES, WHO PROMOTE TRADING 212’S CFD SERVICES ONLY.**

## 1. Definitions

**“Accepted Country”** means a jurisdiction where the CFD services provided by Trading 212 are available to residents of this jurisdiction. This includes the United Kingdom and all countries that are part of the European Union and the European Economic Area, except Belgium, France, Portugal and Spain.

**“Active Client”** means a Lead that has covered the criteria, set in Section 2.9.

**“Affiliate”** means a third independent party (individual or legal person) acting in the course of business, engaged in generating leads and introduction of individuals to Trading 212 for transactions in CFDs that have satisfied all of the following:

- a. successfully completed the Affiliate Participation Form;
- b. received an Affiliate Account and Tracker ID; and

- c. introduces clients that may become Active Traders.

**“Affiliate Relationship”** means the individual contractual relationship between Trading 212 and the Affiliate, comprising the Affiliate Participation Form, the acceptance of the CFD Affiliate Terms, the Marketing Guidelines and the Privacy Notice.

**“Affiliate Account”** means the uniquely assigned account that is created for each Affiliate. The Affiliate may use the Affiliate Account to review information about its Affiliate Commissions, update its profile, select Banner(s) or Text Link(s). Trading 212 reserves the right to add or remove any tools from the Affiliate Account at any time, at its sole and absolute discretion.

**“Affiliate Commission”** means the amount payable to the Affiliate, in accordance with the Commissions Rate, based solely and exclusively on Trading 212’s data and calculations as specified in the Affiliate Account.

**“Affiliate Participation Form”** means a form accessed from the Site(s) and redirecting to a form needed for participation in the Affiliate Program. The latter forms an integral part of the present Agreement.

**“Affiliate Program”** means the present Affiliate Program, pursuant to the Terms herein and described on the Site.

**“Applicable Laws and Regulations”** means all laws, regulations, directives, circulars, regulatory administrative decisions, rules of any regulated market or exchange to which Trading 212 and the Affiliate are or may be subject to from time to time, including, but not limited to:

- a. MiFID II and the respective national implementation acts;
- b. the rules, regulations, statements of principle, directives, circulars, guidance and guidance notes issued by Regulators or of any other relevant competent authority having jurisdiction;
- c. all statutory and other requirements relating to anti-money laundering and the prevention of financial crime applicable to Trading 212;
- d. all other applicable laws and regulations of any other relevant jurisdiction.

**“Banner(s) or Text Link(s)”** means any graphics, pictures, animation, artwork, or text that an Affiliate uses to promote Trading 212’s services or hyperlinks to Leads to the Site(s).

**“Commission” or “Affiliate Commission”** means the consideration payable to the Affiliate in accordance with these Terms.

**“Commissions Rate(s)”** means the Commissions Rate chosen by the Affiliate and approved by Trading 212 based on which Trading 212, considering its own data, calculates Affiliate Commission.

**“Confidential Information”** means, without limitation, all tangible and intangible information and materials being disclosed to the Affiliate in connection with these Terms, in any form or medium (and without regard to whether the information is owned by Trading 212) including but not limited to:

- a. the existence and provisions of these Terms and any other applicable schedules, appendices etc.;
- b. any information relating to:
  - i. the business, affairs, clients, trading platforms, liquidity providers, data or feed providers and other vendors, plans, intentions, or marketing plans and opportunities, financial position and financial projections Trading 212; and
  - ii. the operations, processes, product information, know-how, designs, trade secrets or software of Trading 212;
  - iii. any information or analysis derived from Confidential Information;
- c. but not including any information, which:
  - i. was available to the Affiliate on a non-confidential basis prior to disclosure by Trading 212;
  - ii. the Parties agree in writing is not confidential or may be disclosed; or
  - iii. was publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the Affiliate (or its employees, officers, representatives, or advisers).

**“CFD”** means a contract for differences that Trading 212 offers to its clients to buy or sell through the Trading Platform.

**“Fraud or Toxic Traffic”** means any deposits, revenues or traffic generated through inappropriate means or in bad faith to generate false Affiliate Commission or defraud Trading 212, regardless of whether or not it actually causes damage to Trading 212. Fraud or Toxic Traffic includes, but is not limited to, a reversal by an Active Client in relation to its deposit(s); deposits generated by stolen credit cards; collusion; manipulation or abuse of the system; creation of false accounts for the purpose of generating Affiliate Commission; unauthorised use of any third-party accounts, copyrights, trademarks, intellectual property; offering or providing unauthorised incentives (financial or otherwise) to potential clients, Leads, or Active Clients either directly or indirectly (including, without limitation, the sharing by the Affiliate of the Affiliate Commission). Trading 212 shall be entitled to determine if an activity is to be considered as Fraud or Toxic Traffic, at its sole discretion.

**“Group”** means the parent entity of Trading 212 and any other subsidiary of that parent company besides Trading 212.

**“Intellectual Property Rights”** means without limitation patents, know-how, trademarks, rights to inventions, copyright and related rights, trademarks, business names and domain names, lists and information on any Clients, information on business or trading practices and remuneration, client incentive and loyalty schemes, commission or other similar incentive schemes for affiliates and other business partners, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**“Lead”** means any individual that has registered with Trading 212, who is identified in Trading 212’s systems as an individual, who firstly entered into Trading 212’s website directly through the Tracking Link. Note that a Lead does not amount to Active Client. Affiliates receive commissions only where a Lead covers the criteria for an Active Client and becomes one.

**“Marketing Material”** means any of the websites, media buying, pay-per-click, campaigns, social networks campaigns or any other digital form, which may be used by Affiliate in promoting the Website(s), as pre-approved by Trading 212, in order to introduce Active Traders to Trading 212.

**“Payment Account”** means the account detailed by the Affiliate as part of its application.

**“Related Party(s)”** means any of the following: (i) any member of Affiliate's immediate family; (ii) any individual, corporation, partnership, joint venture, trust, and any other body corporate or unincorporated organisation, directly or indirectly controlling, controlled by or under common control with Affiliate.

**“Tracker ID”** means the unique Tracking ID assigned exclusively to the Affiliate, through which Trading 212 tracks and calculates Affiliate Commission.

**“Tracking Link”** means the unique hyperlink that Trading 212 provides exclusively to the Affiliate, enabling the Affiliate to refer Active Clients to the Site(s) or landing page(s), and enables Trading 212 to identify the Affiliate that has referred such Active Clients for the purpose of calculating Affiliate Commission. All Tracking Links shall be used on public, non-protected domains unless otherwise agreed in writing with Trading 212.

**“Trading 212”** means your respective counterparty in terms of the present Terms that is either Trading 212 UK Limited (established in the United Kingdom under Company No 08590005) or Trading 212 Markets Limited (established in Cyprus, under Company No HE409763).

**“Trading 212 Marks”** means Trademarks, trade names, service names, Banners and Text Links, marketing tools, logos of Trading 212 and its suppliers placed on the Trading Platform or otherwise used with respect to the Trading Platform or the Site(s) by Trading 212 and all similar proprietary rights, together with all translations, adaptations, derivations and combinations thereof, all applications, registrations and renewals in connection therewith, and all rights to corporate names, metatags and universal resource locators owned or used by Trading 212, including without limitation the "Trading 212" mark, and any other mark as may be used by Trading 212, from time to time.

**“Trading Platform”** means the electronic trading platform that is provided by Trading 212 or by any member of the Group to clients for the purpose of providing online trading in financial instruments.

**“Website(s)”** or **“Site(s)”** means “[www.trading212.com](http://www.trading212.com)” and any other websites and landing pages, as may be added by Trading 212, in its sole and absolute discretion, from time to time including all databases, software, domain names, infrastructure, products and services that Trading 212 markets for use by individual users to trade or practice with. Trading 212 Websites includes all future versions and replacements of, and successors to the sites.

## **2. Participation in the Affiliate Program**

2.1. In order to be eligible to participate in the Affiliate Program, any interested party must accurately and truthfully complete and submit the **Affiliate Participation Form (“APF”)** and accept the present Terms (**the “Candidate”**). During the review of the APF, Trading 212 may request, and in order to be approved as an Affiliate, the Candidate shall provide complete, accurate, honest and to the maximum extent relevant information. The Candidate shall immediately notify Trading 212 in case of any changes within the information provided during the review of the APF and/or later in the relationship with the Affiliate.

2.2. Employees of Trading 212 and their relatives (up to a third-degree) are not eligible to participate in the Affiliate Program.

2.3. Trading 212 may request at least, but not be limited to, the following documents:

2.3.1. For natural persons (individuals):

- a. Proof of identity document, which can be:
  - i. A valid (not expired) colour copy of an International passport, an identity card (front & back), or a driving licence;
- b. Proof of residence document, which should not be older than 3 months and can be either of:
  - i. Evidence of entitlement to state or local authority funded benefit, tax credit, pension, educational or another grant;
  - ii. Official government-issued address certificate;

- iii. Current council tax statement or demand letter;
- iv. Bank statement/debit card statement;
- v. Utility bill (including gas, electricity, water, landline telephone); or
- vi. National ID card, residence permit (should be different from the document used to prove the identity and as long as it reflects the address of the affiliate and it is not expired, it is accepted i.e. it does not need to be issued within the last 3 months).

#### 2.3.2. For corporations (legal entities):

- a. Registered corporate name and trading name used (if any);
- b. POA (in line with the above) with full address with company name for both the registered office address and where applicable any operational address if different. To be no older than 3 months;
- c. The company's Memorandum and/or Articles of Association
- d. Confirmation of Tax residency;
- e. Telephone numbers and e-mail address of principal contact and company;
- f. Register of the Members of the board of directors or other similar corporate structure;
- g. The individuals that are duly authorised to act on behalf of the Partner/legal person in relation to their affiliation with FinanceAds, and by extension, to Trading 212;
- h. The beneficial owners over 10% of private companies and public companies that are not listed in a regulated market in the UK or EEA or an equivalent third country with equivalent disclosure and transparency requirements; and
- i. The registered shareholders that act as nominees of the beneficial owners (copy of nominee agreement).

2.3.3. For the natural person(s) acting on behalf of the Company and the natural person(s) who are the beneficial owners and the natural person(s) who exercise control over the Company – all documents required for individuals in Section 2.3.1.

2.4. In addition to the above, the Candidate shall provide detailed description(s) of the Affiliate's source(s) of traffic (digital and offline) which the Affiliate intends to use for the purposes of referring Leads to Trading 212, including web-address of the Affiliate's website(s) and details of any offline media or other activities operated by the Affiliate. The Affiliate shall only obtain Traffic, including a website, which have been communicated and approved by Trading 212 during the verification process.

Where the Affiliate wishes to use additional or different Traffic, these shall be communicated with and approved by Trading 212 prior to being used by the Affiliate for the purpose of providing the Services.

2.5. The Candidate (and prospective Affiliate) must supply Trading 212 with truthful, accurate and complete information and documentation, as the latter may be requested. The requests may include, where applicable:

- a. Information about the Affiliate and their activities;
- b. Information about the Affiliate's website, blog or social media profile; and
- c. any other information directly or indirectly related to these Terms.

The Candidate (and prospective Affiliate) must also promptly notify Trading 212 in case of any changes in the previously provided information.

2.6. Trading 212 reserves the right to perform any and all background checks that it deems necessary. Based on all documentation and information, Trading 212, at its sole discretion, may either accept or reject the application or request from the Candidate further information, documents or actions. Trading 212 reserves the right to request further information and data from the Affiliate in any form whatsoever at any time during the duration of the relationship between the Parties. The Affiliate shall retain data related to the provision of the services throughout the duration of the relationship and for 7 years after its termination.

2.7. Upon completion of the verification process, Trading 212 shall notify by electronic mail the Candidate that its application has been approved and will provide the latter with a Tracker ID.

2.8. Pursuant to these Terms, after the approval of the Candidate as an Affiliate, Trading 212 agrees to grant to the Affiliate a non-exclusive and non-transferable right to introduce Active Client(s) to the Site(s), subject to these Terms and Conditions.

2.9. For a Lead to be considered an Active Client, it needs to meet the following cumulative criteria:

- a. It needs to be of or over the legal age to use investment services according to its domestic laws;



- b. It has been identified as having accessed Trading 212's website directly through the Partner Link;
- c. It has not been a client of Trading 212 before, including with a demo account, or under a different username, or registered under a different email address;
- d. It is a resident of an Accepted Country;
- e. It has agreed to and accepted any and all applicable legal documents that govern the relationship between the individual and Trading 212;
- f. It has successfully passed the T212's identification and verification processes;
- g. It has adequately fulfilled any other qualification criteria imposed by Trading 212 at its sole discretion or in compliance with the applicable regulatory requirements for the provision of investment services;
- h. It has deposited an amount with Trading 212 that is equal to or greater:
  - i. In case of leveraged commission structure: EUR 100 or equivalent amount in another acceptable currency and has a closed number of trades accumulating at least EUR 30 / EUR 20 / EUR 10 spread or equivalent currency and continues to trade actively. The spread limits are varying according to the Affiliation Plan; or
  - ii. During the first 30 calendar days, following the primary deposit, has maintained in their account an amount equivalent to at least 50 % of his primary deposit.

Deposit and spread amounts are subject to modifications from time to time, based on Trading 212 sole discretion;

- i. The Lead must further not be:
  - i. involved in Fraud or Toxic Traffic;
  - ii. a computer-generated user, such as a robot, spider, computer script or uses any other automated, artificial, or fraudulent method and has answered Trading 212's phone call made to such Lead's known contact details as provided in the Affiliate Participation Form;

2.10. These Terms shall not be interpreted as granting the Affiliate exclusive right(s), privilege(s) or license(s) to promote or market Trading 212's services, and the Affiliate acknowledges and agrees that Trading 212 has the right to contract, in relation to the subject matter stated herein, with other Affiliates. The Affiliate shall have no claims to the Affiliate Commission originated from Active Clients not referred solely by it.

### 3. Electronic signature and acceptance of the Terms

The Affiliate understands, acknowledges, and agrees with the Terms, and that by ticking the box entitled "I agree to the CFD Affiliate General Terms and Conditions, the CFD Marketing Guidelines and the Privacy Notice" or any similar buttons or links as may be designated by Trading 212 on the Site(s) or APFs, is entering into a binding legal agreement. The Affiliate hereby agrees to waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

### 4. Commencement, duration, and termination

4.1. The relationship shall only take effect after the Affiliate has received written confirmation that their Application has been approved by Trading 212.

4.2. The relationship shall continue until terminated in accordance with these Terms.

4.3. Termination:

4.3.1. Trading 212 can terminate the relationship without notice where:

- a. upon its sole discretion, Trading 212 terminates the Affiliate Program as a whole, whereas a notice to this effect will be published on the Site(s). As soon as the notice is published, any Affiliate relationship and these Terms will be terminated automatically, without the need for any further actions or notifications whatsoever;
- b. Trading 212 is required or recommended or otherwise suggested to do so by any Regulator;
- c. upon its sole discretion, Trading 212 determines that the Affiliate has failed to adhere to the [Marketing Guidelines](#);
- d. the Affiliate breaches any of the provisions of these Terms in which case Trading 212 may withhold or set-off against current Affiliates' balance any Affiliate Commission generated before or after or in connection with such breach;
- e. the Affiliate does not agree to a change pursuant to Article 7.3.;
- f. Trading 212 reasonably believes that the Affiliate either attempts to or does make contact with a Lead without Trading 212's prior written approval in accordance with Article 13.9.;

- g. Trading 212 believes that this will be in the interests of its Active Clients or Leads.

4.3.2. Trading 212 reserves the right to terminate the Affiliate Relationship at any time, with or without cause, by giving the Affiliate at least 1 (one) business day written notice by email, in accordance with Art. 20 Notices.

4.3.3. The Affiliate Relationship will terminate immediately and without notice if:

- a. The Affiliate suspends or threatens to suspend payments of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts;
- b. The Affiliate commences negotiations with all or any class of its creditors with a view of rescheduling any of its debts or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- c. An application is made to court, or an order is made for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Affiliate (being a company, partnership or a limited liability partnership);
- d. A person becomes entitled to appoint a receiver over the assets of the Affiliate, or a receiver is appointed over the assets of the Affiliate;
- e. Any event occurs, or proceeding is taken with respect to the Affiliate in any jurisdiction to which it is subject, that has an effect equivalent or similar to any of the events mentioned in this Section 4.3.3;
- f. The Affiliate suspends or ceases or threatens to cease carrying on all or substantial part of its business; and
- g. The Affiliate fails to comply with any Applicable Laws and Regulations.

4.3.4. In the event of termination under cl. 4.3.1. d), Trading 212 has the right to immediately take appropriate measures against the Affiliate, including but not limited to publishing the termination on Trading 212's website(s). Moreover, provided that a termination occurs as a result of such a breach of Terms, the Affiliate acknowledges and agrees that Trading 212 may disclose said termination to Regulators, providing the Affiliate's address of the website as well as details of the Affiliate's identity. Furthermore, the Affiliate hereby agrees it will not take any action against Trading 212 for any losses occurred, resulting directly or indirectly from the

disclosure to Regulators or for the use or publication of such information by Regulators, including but not limited to legal or other action for libel or defamation.

4.3.5. Upon termination of the Affiliate Relationship, the Affiliate shall no longer be entitled to receive any Affiliate Commission with respect to any new Active Clients, and Trading 212 reserves the right to withhold any pending Affiliate Commission for a reasonable time to ensure that the correct amount is paid. If there is an Affiliate Commission due at such time of termination, Trading 212 shall be under no obligation to make any further or other payments to the Affiliate. No other sums or other form of compensation, apart from the outstanding Affiliate Commission, shall be due to the Affiliate from Trading 212 by reason of goodwill, loss of future profits, reimbursed investment, severance, or any concept or in the nature of a termination indemnity, irrespective of whether the Affiliate Relationship has been terminated or has expired.

4.3.6. Upon termination of the Affiliate Relationship for any reason, the Affiliate shall:

- a. cease immediately the use of, and remove from all websites, all Trading 212 Marks, banners and Text Links to the Site(s) belonging to Trading 212, Group, or other members of the Group;
- b. cease to use any of Trading 212's Intellectual Property Rights, trade secrets and technical know-how and shall immediately cease displaying any Trading 212's brands or other Trading 212's material on any website or otherwise;

The Affiliate shall pay Trading 212 EUR 1,000 for each day of delay to meet its obligations above.

4.3.7. Any domain which contains any Trading 212 Marks of Trading 212's or other members of the Group shall be immediately disabled, returned or transferred to Trading 212, at the Affiliate's cost, upon termination of the Affiliate Relationship for whatsoever reason. The Affiliate shall pay Trading 212 EUR 1,000 for each day such domain is not disabled, returned or transferred to Trading 212.

4.3.8. Upon termination of the Affiliate Relationship, the Affiliate may not contact any of the Active Clients in relation to any services, which are similar to the ones provided by Trading 212 or by any member of the Group for a period of six months.

4.3.9. All costs and expenses that the Affiliate may be required to pay in relation to its obligations pursuant to these termination provisions will be borne solely by the Affiliate, and the latter will not receive any compensation for such costs and expenses.

4.3.10. Regardless of the cause, if Trading 212 terminates these Terms, all relationships with the Affiliate shall terminate automatically.

## **5. Marketing Guidelines and Materials**

5.1. The [Marketing Guidelines](#) set out the mandatory requirements for the Affiliates when performing their obligations, pursuant to these Terms.

5.2. The Marketing Guidelines shall be an inseparable part of the Affiliate relationship. Any breach of the Marketing Guidelines shall be considered to be a material breach of the Terms.

5.3. The Affiliate shall be fully responsible for any fees, charges, settlement claims and any other monetary obligations of Trading 212, which have arisen from the Affiliate's non-compliance with the Marketing Guidelines and these Terms.

## **6. Provision of Tracking Link**

6.1. Subject to Trading 212's acceptance of the Candidate as an Affiliate and the continued compliance with the terms and conditions of these Terms, Trading 212 shall make available to the Affiliate, the Banner(s) or Text Link(s) which it may display on its websites. The Tracking Link will serve to identify the Affiliate as a member of the Affiliate Program and will establish a connection from its websites to the Site(s).

6.2. The Affiliate shall not use any other method or means to display the Banner(s) or Text Link(s) other than those described in these Terms and the [Marketing Guidelines](#).

6.3. The Affiliate shall only be allowed to promote Trading 212 on the Sites, domains and other digital platforms and by the means specifically disclosed to Trading 212 on the onboarding process. Promotion of Trading 212 on any other Sites, domains and other digital platforms shall be made, only after the explicit written consent of Trading 212.

6.4. The Affiliate will fully cooperate with Trading 212 in establishing and maintaining the Banner(s) or Text Link(s).

6.5. The Affiliate shall not alter, modify, change or amend the Banner(s) or Text Link(s) in any way, which includes but is not limited to changing of the graphics or images contained in such Banner(s) or Text Link(s).

6.6. If Trading 212 determines at its sole discretion that the Affiliate has not been using any Banner(s) or Text Link(s) in compliance with these Terms or with any relevant laws and regulations, then Trading 212 may take all necessary actions to render such Tracking Links inoperative.

6.7. The Affiliate shall not use the Banner(s) and Text Link(s) or promote and market any of Trading 212's Site(s), software, application or portal which infringes any right(s) of any third party, including but not limited to Intellectual Property Rights.

## **7. Affiliate Commission**

7.1. Subject to any applicable regulation, the Affiliate will be offered with a suitable Commissions Rate, determined by Trading 212, at its sole discretion.

7.2. These Terms govern the general Commission per Acquisition Plan ("CPA"). The CPA envisages three categories of Affiliate's sub-plans, based on their performance – Start Up, Grow Big, Go Expert. Detailed information on the sub-plans may be found on the Site(s). Premium level upgrades (Grow Big and Go Expert) are subject to Trading 212's compliance prior approval, and valid for the period of time the criteria were met. Review for the Affiliate's approval for such upgrade may take up to 30 days. The upgrades are:

- a. Grow Big level upgrade can be achieved by an Affiliate when they have introduced between 26 and 50 Active Clients in course of 30 days / one calendar month. The Grow Big Affiliate is eligible to receive a bonus for each calendar month / 30 days in which they have introduced between 26 and 50 Active Clients. The attributed bonus for becoming a Grow Big partner will be paid the following month.
- b. Go Expert level upgrade can be achieved by an Affiliate when a Grow Big Affiliate has introduced more than 50 Active Clients, each month, for more

than two consecutive months. The attributed bonus for becoming a Go Expert partner will be paid within two calendar months.

Once the Affiliate has qualified to receive a Go Expert Affiliate bonus, Trading 212 shall pay them the difference between the Go Expert Affiliate bonus and the Grow Big Affiliate bonus they received for the same quarter.

7.3. The Affiliate Commission for each Active Client that was referred by an Affiliate to the Site(s), shall be specified on the Affiliate Account, as updated from time to time at Trading 212's sole and absolute discretion. Trading 212 reserves the right, at its sole and absolute discretion, to change, modify, add, or remove, any Commissions Rate at any time and at its sole and absolute discretion, by sending such Affiliate a notice to such effect by email. Should the Affiliate not agree to such change, it shall notify Trading 212 by return email within three (3) days of receiving such notice from Trading 212, and the Terms shall terminate immediately. In the event the Affiliate does not notify Trading 212 within three (3) days from the notice, it shall be deemed as an approval by the Affiliate to such change in the Commissions Rate.

7.4. Without prejudice to anything in these Terms or under the Applicable Laws and Regulations, the Affiliate shall not be entitled to receive any Affiliate Commission for any Lead unless and until such Lead has been approved by Trading 212 as an Active Client.

7.5. Unless otherwise agreed between the parties and subject to any limitations provided herein, the Affiliate's Commission will be payable on a monthly basis. The amount of the Affiliate Commission that is due will be provided to the Affiliate by email and payment will be made no later than 30 days after the end of the month for which the payment is made.

7.6. Trading 212 reserves the right to request the reversal or debit from the Affiliate's account any previously paid Affiliate Commission based on Active Clients that are later determined by Trading 212 as not constituting to be Active Clients. Therefore, if a Client brought by the Affiliate has committed chargeback or fraud, then the Affiliate may incur a negative commission which will be equal to the amount of commission the Affiliate had previously received for bringing the Active Client.

7.7. All determinations of Active Clients and Affiliate Commissions shall be made by Trading 212 at its sole discretion. In the event that the Affiliate disputes in good faith any portion of the Affiliate Commission to be paid, the Affiliate must submit such dispute to Trading 212 in writing by email and in sufficient detail within five business (5) days of the date of the email as in Art. 7.3. above.

7.8. If the Affiliate does not dispute the Affiliate Commission within such a period, then the Affiliate agrees that it irrevocably waives any claims based upon that invoice. In the event that the Parties are unable to resolve such payment within five business (5) days of the commencement of Trading 212's receipt of notice of the dispute, then Trading 212's determinations of the Active Clients and the Affiliate Commission shall govern in such dispute.

7.9. Without derogating from the rights of Trading 212 under these Terms or by law, if the Affiliate has an outstanding balance due to Trading 212 under any other agreement between the Affiliate and Trading 212, whether or not related to the Affiliate Program, the Affiliate agrees that Trading 212 may offset any such amounts due to Trading 212 or any from amounts payable to the Affiliate under these Terms.

7.10. Payments of Affiliate Commission shall be made directly to the Affiliate by the relevant Trading 212 company which has on-boarded the Active Clients. Payment shall be made via a bank transfer to the Affiliate's bank account that they:

- a. indicated during their onboarding to the Affiliate program or;
- b. sent as a bank statement via email to Trading 212.

It is the Affiliate's responsibility to ensure that the details provided by them are both accurate and complete. Trading 212 will have no obligation whatsoever to verify the accuracy and completeness of such details.

7.11. If such Payment Account details are incorrect or incomplete or the Affiliate has failed to update its details and as a result its Affiliate Commission is paid to an incorrect Payment Account, neither Trading 212, nor any member of the Group shall no longer be liable to the Affiliate for any such Affiliate Commission. If Trading 212 is not able to transfer any Affiliate Commission payment for three (3) consecutive months as a result of any incomplete or incorrect details of the Affiliate's Payment Account or for any other reason beyond the control of Trading 212, Trading 212



reserves the right to withhold any such Affiliate Commission payments and will no longer be liable to pay such Affiliate Commission.

7.12. Trading 212 shall be entitled to set-off from the amount of the Affiliate Commission to be paid to the Affiliate any associated costs of the transfer of such Affiliate Commission.

7.13. An Affiliate shall be eligible for an Affiliate Commission only for Leads, who have covered the requirements to be an Active Client within 30 days of their registration in the Trading Platform.

7.14. If the Affiliate Commission generated in any calendar month is less than EUR 300, such balance will be carried over and added to the next month's Affiliate Commissions. In the event that the amount of the Commissions due does not exceed EUR 300 for three consecutive months, Trading 212 is entitled to terminate the Agreement.

7.15. If an error is made in the calculation of the Affiliate Commission, Trading 212 reserves the right to correct such calculation at any time and to reclaim from the Affiliate any overpayment made by Trading 212 to the Affiliate (including, without limitation, by way of reducing future Affiliate Commission which might otherwise be due to the Affiliate from Trading 212, from time to time).

7.16. Trading 212 reserves the right to reduce the Affiliate Commission pursuant to any reason described in these Terms.

7.17. Trading 212 reserves the right, at its own discretion, to immediately cease any or all marketing efforts in certain jurisdictions and will not be liable to pay the Affiliate any Affiliate Commission which has accrued to the Affiliate's benefit that is attributable to such jurisdictions, without notice to the Affiliate.

7.18. All payments hereunder or pursuant to any other arrangement between the Affiliate and Trading 212 are subject to risk analysis considerations and anti-money laundering procedures. Trading 212 reserves the right to demand and receive information about any Lead and to assess the competency of such Lead for any payments.

7.19. For the avoidance of any doubt, the Affiliate shall not be entitled to any payment, before all conditions, stipulated in these Terms are met, in order for Trading 212 to qualify a Lead as an Active Client.

7.20. Subject to the above, Trading 212 shall be entitled a full compensation by the Affiliate for any and all payments made with respect to any Active Client, for whom it is discovered on a later stage that does not meet the criteria, set out herein or that he or she was not introduced to any of the members of the Group in accordance with these Terms or that we have reasons to believe that the trades performed by such Active Client were generated in contrast with the requirements for such transactions specified in the respective Trading 212 Client Agreements, General Terms or in these Terms.

7.21. In addition to any other rights and remedies available to Trading 212 under these Terms or under legal or equitable rules, unless otherwise stated herein, Trading 212 reserves the right to withhold any past or future Affiliate Commissions, which have accrued, or which shall accrue to the Affiliate's benefit if:

- a. Trading 212 determines that the Affiliate breached or violated any provisions of these Terms; or
- b. Trading 212 receives any complaints about the Affiliate's participation in the Affiliate Program, which Trading 212 reasonably believes breaches or violates these Terms; or
- c. any Active Client is later determined to have not met the requirements, set forth in these Terms.

7.22. Such withholding or freezing of Affiliate Commission, or chargebacks for paid Affiliate Commission, will be deemed justified irrespective of whether such Affiliate Commission was earned as a result of such breach or violation or not.

## **8. Payment Withholding / Holdover**

8.1. Trading 212 may, at its sole and exclusive discretion, withhold, delay, deny or set-off against current Affiliates' balance any payment of the Affiliate Commission in any of the following events:

- a. Trading 212 has reason to believe that the Affiliate's activity is not in compliance with any Applicable Laws and Regulations, including, without limitation to, any other applicable Regulator's rules;

- b. Trading 212 has reason to believe that the Affiliate's activity is in breach of these Terms;
- c. the Affiliate has failed to complete any form as may be required by Trading 212 or has completed misleading or incorrect information in a form provided by the Affiliate to Trading 212;
- d. the Affiliate has failed to provide any document as may be demanded by Trading 212; or
- e. Trading 212 has been notified by any third party of the alleged infringement of property or rights (e.g. Intellectual Property Rights) by the Affiliate or by the Affiliate's activity. The Affiliate hereby irrevocably waives any claim or demand against Trading 212, its directors, officers, shareholders, employees in respect of such action taken by Trading 212.

8.2. Trading 212 may, at its sole and exclusive discretion, withhold, delay, deny or set-off against current Affiliates' balance any payment of the Affiliate Commission if Trading 212 has a reason to believe that there is Fraud or Toxic Traffic in relation to the Affiliate's activities for up to one hundred and eighty (180) days in order to verify the relevant transactions.

8.3. In the event that Trading 212 determines the activity constitutes Fraud or Toxic Traffic, Trading 212 shall recalculate or withhold the Affiliate Commission accordingly and in its sole discretion.

8.4. In any event Trading 212 determines that the suspected transactions are in fact Fraud or Toxic Traffic, Trading 212 shall have the right, in addition to any other right or remedy available to it under these Terms or the Applicable Laws and Regulations, to render the Link assigned to such Affiliate inoperative, to change the Affiliate's compensation plan (including retroactively with respect to the Fraud/and or Toxic Traffic) and immediately block the Affiliate's access to Trading 212's Affiliate Program, with no compensation to Affiliate.

8.5. The Affiliate hereby irrevocably waives any claim or demand against Trading 212, its affiliates, its directors, officers, shareholders, employees in respect of such action taken by Trading 212.

8.6. Trading 212 may, at its sole and exclusive discretion, withhold, delay, deny or set-off against current Affiliates' balance any payment of the Affiliate Commission

that is related with any Active Clients that were introduced to Trading 212 through marketing activities for which Trading 212 has not previously approved. Such activities may include, but are not limited to, the marketing of Trading 212 on websites that were not previously approved by Trading 212.

## **9. Affiliate's Obligations Representations and Warranties**

9.1. The Affiliate understands that Trading 212 is authorised and regulated in the conduct of its activities and shall adhere at all times to Applicable Laws and Regulations. The Affiliate understands and agrees that it will at all times ensure that none of its actions cause any actual or potential breach of the Applicable Laws and Regulations by Trading 212 and undertakes to cooperate with Trading 212 in any requests aimed at achieving or enhancing Trading 212's compliance with the Applicable Laws and Regulations. Furthermore, the Affiliate expressly agrees to cooperate fully with all Regulators in relation to its obligations under the present Terms.

9.2. The Affiliate undertakes that its marketing activity or any content to be posted by Affiliate shall not be directed towards minors, vulnerable persons or engage in any other practices which may affect adversely the name, credibility or reputation of Trading 212, its services or its Trading Platforms, including but not limited to:

- a. promoting Trading 212 on Sites or in any way, which may be associated with any sexually explicit materials, promotes violence or discrimination, based on race, sex, religion, nationality, disability, sexual orientation or age;
- b. any illegal activities or otherwise reasonably objectionable content, including material that is in breach of or infringes any Intellectual Property Rights of any third party (including any material copied from third parties without their permission) or including any false, misleading or disparaging representations or statements with respect to the Trading Platform or Trading 212.

Any of the abovementioned actions shall be considered as a violation of the present Terms.

9.3. The Affiliate shall not publish any material which refers to the Trading Platform, Trading 212's brands or any other name or mark owned by Trading 212 unless such publication is in compliance with Trading 212's [Marketing Guidelines](#). Upon request by Trading 212, the Affiliate shall immediately remove any publication referring to the

Trading Platform, Trading 212's brands or any other name or mark owned by Trading 212.

9.4. The Affiliate shall not copy any content from Trading 212's Websites or publications and shall not post in any website or elsewhere, any material published in Trading 212's Websites or publications. The Affiliate shall not copy any content from any other Affiliate's websites.

9.5. The Links shall clearly display Trading 212's official logo pursuant to the provisions of these Terms. The Affiliate shall not be permitted to change Trading 212's logos, banners or images, or to make any use of them beyond the uses permitted hereunder. Trading 212 reserves the right to modify at any time its official logo or Trading 212's brands or any other marketing materials, and the Affiliate agrees to modify Trading 212's logo accordingly within 10 days of notice given by Trading 212 to the Affiliate regarding such variation.

9.6. The Affiliate shall not use Trading 212's brands' Top-Level Domains as landing pages or use Trading 212's displayed URLs.

9.7. In no event shall the Affiliate engage in any e-mail marketing or promotion with respect to the Trading Platform or Trading 212, except as expressly set forth in these Terms. In the event that the Affiliate has an opt-in list, the Affiliate may make a written request to Trading 212 to send e-mails regarding the offering of the Trading Platform to the individuals on the opt-in list. In the event that Trading 212 approves such request in writing, the Affiliate shall comply with any and all Applicable Laws and Regulations, including but not limited to those relating to e-mail marketing and "spamming". Without limiting the generality of the foregoing, the Affiliate:

- a. shall not send any email regarding the Trading Platform or Trading 212 to any individual or entity that has not requested such information, and
- b. shall always include "unsubscribe" information at the top and bottom of any email regarding the Trading Platform or Trading 212.

9.8. In addition to the restrictions set forth above, the Affiliate shall not:

- a. engage in any fax, broadcast or telemarketing or any other offline marketing methods with respect to the Trading Platform or Trading 212;
- b. use Malware, Spyware techniques, Peer to Peer (P2P) distribution methods, Paid to Click (PTC) networks, doorway pages opening Trading 212 Websites

inside an iframe or use any other aggressive advertising or marketing methods in any of its dealings relating to the Trading Platform or Trading 212.

9.9. Trading 212 may provide the Affiliate with copies of or access to the creative material which Trading 212 shall make available to its business partners, such creative material shall bear solely Trading 212's brands. The creative material shall be accessible from Trading 212 Partner Program website (<https://www.trading212.com/affiliates>). The creative materials shall be provided "as is" without warranty of any kind. From time to time, Trading 212 may customise material to adhere to any regulatory requirements in the Accepted Countries, in which it operates. The Affiliate may not amend or customise Trading 212's creative material and shall display Trading 212's creative material on the Affiliate Websites or other referral platforms solely for the purpose of marketing and promoting Trading 212's services or the Trading Platform.

9.10. The Affiliate shall be solely responsible to any matter related to the Affiliate Websites, including with respect to the technical operation thereof and to the accuracy of the information and materials posted therein. The Affiliate undertakes that the Affiliate Websites shall not look like or create the impression that they are Trading 212's Websites and that such Affiliate Websites shall not contain or display any information or materials of Trading 212 or the Trading 212's brands unless the content of such information, materials or the manner in which they are displayed are in compliance with the guidelines of Trading 212. In the event that Trading 212 shall require the Affiliate to remove from the Affiliate Websites or any other marketing media used by the Affiliate any content related to Trading 212, the Affiliate shall immediately comply with such request and shall remove such content within not later than 24 hours from Trading 212's request. The Affiliate further undertakes not to use any domain names similar to the domain names used by Trading 212 including any domain containing any of the Trading 212's brands.

9.11. Trading 212 does not assume any responsibility towards the Affiliate or any third party acting on such information contained in the Affiliate Websites, Trading 212 Websites or Trading Platform as to the accuracy or delay of information such as quotations, news, and charts derived from quotations.

9.12. The Affiliate shall be responsible to provide the Leads or Active Clients with all the services to be agreed between the Affiliate and the Leads or Active Clients and Trading 212 shall not bear any responsibility in such respect.

9.13. The Affiliate undertakes to cooperate with Trading 212 regarding any copyright, trademark, branding or domain name that appears on the Affiliate Website, other referral platforms or the Trading Platform.

9.14. The Affiliate shall, except as otherwise set forth in these Terms, bear all costs and expenses incurred in connection with its activity to introduce clients, including marketing activity, marketing, and promotion of trading on the Affiliate Websites, referral platforms or the Trading Platform as well as all other related operational costs and shall be responsible for any and all other payments, which may be applicable such as social insurance fees, taxes etc.

9.15. The Affiliate shall be responsible and liable for obtaining and maintaining of, as well as for compliance with, any and all Applicable Laws and Regulations as may be necessary for the Affiliate's performance of its undertakings under these Terms, including applicable trading laws. Trading 212 shall under no circumstances be held liable for and the Affiliate shall indemnify Trading 212 against any and all claims asserted against Trading 212 by reason of the Affiliate's or its business partners' marketing and promotional activities and efforts.

9.16. The Affiliate hereby releases Trading 212 from any and all responsibilities for the accuracy or reliability or correctness of the information (including feeds, whether provided by Trading 212 or by any other party) presented to Leads or Active Clients through the Trading Platform. The Affiliate further acknowledges that it is aware that the information presented to Leads or Active Clients through the Trading Platform shall not imply a recommendation to enter into or refrain from entering into specific trading.

9.17. The Affiliate shall promptly inform Trading 212 of any information known to the Affiliate related to any Leads or Active Clients that may reasonably lead to a claim, demand, or liability of or against Trading 212 by any third party.

9.18. The Affiliate agrees to indemnify, defend and hold harmless Trading 212 and its directors, officers, employees, subcontractors and agents thereof with respect to any

claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that the same are based upon or arises out of:

- a. any violation of these Terms on the Affiliate's behalf, including but not limited to a breach of any representation, warranty, condition, covenant, restriction, or obligation under these Terms;
- b. any warranty, condition, representation, indemnity or guarantee relating to Trading 212 granted by the Affiliate to any Lead or other third party;
- c. any misuse of the Tracking Link(s), Banner(s) or Text Link(s) by the Affiliate, or by a party under the Affiliate's control; or;
- d. any claim related or arising from the Affiliate's Marketing Material, including but not limited to, the content contained on such Marketing Material.

9.19 Should the Affiliate perform any of the actions, listed in Art. 9.18., Trading 212 shall have the right to:

- a. order the Affiliate to immediately cease all such activity;
- b. receive a prompt refund of all amounts previously paid to the Affiliate hereunder.

9.20. Trading 212 reserves the right to be indemnified for any losses, damages or liability incurred by it in the event that the Affiliate markets or promotes Trading 212 or the Trading Platform to any person or entity outside of the Accepted Country or in case of any breach of these Terms.

9.21. The Affiliate shall not:

- a. represent to any individuals that are considered as potential clients or otherwise create an impression that such individuals are guaranteed any profits by Trading 212;
- b. make any misleading statements, represent, or otherwise create an impression with the potential clients that CFD trading is simple or that it does not require knowledge, experience and understanding of the financial markets and instruments;
- c. in any way create an impression with potential clients, Leads, or Active Clients (either through communication with them or otherwise) that leveraged trading in financial instruments offers guaranteed or risk-free returns.

9.22. For the avoidance of any doubt neither an Affiliate nor any of its Related Party(ies) are eligible to become Active Clients under such Affiliate's Tracker ID(s)



and should the Affiliate or any of its Related Party(s) do so register, the Affiliate will not be eligible to receive the applicable or pending Affiliate Commission or any other compensation whatsoever.

## **10. Affiliate's Regulatory Obligations**

10.1. Throughout the Affiliate relationship, the Affiliate must:

- a. demonstrate the ability, capacity, sufficient resources, appropriate organisational structure, and any authorisation required by the relevant laws and regulations to perform its activities under these Terms, reliably and professionally;
- b. carry out its activities under these Terms effectively and in compliance with the applicable law and regulatory requirements, which will be assessed and reviewed by Trading 212 from time to time at its own discretion;
- c. disclose to Trading212 any development that may have a material impact on its ability to carry out its activities effectively and in compliance with applicable laws and regulatory requirements;
- d. cooperate with the competent authorities in connection with its activities under these Terms;
- e. provide access to Trading 212, its auditors and the relevant competent authorities to data related to its activities under these Terms, as well as to its business premises, where necessary for the purpose of effective oversight of the execution of its obligations under these Terms.

10.2. The Affiliate must at all times be prepared to provide Trading 212 or anyone on its behalf, including the relevant regulatory authority, with sufficient evidence of the ownership of its blog, website, social media profile or any other platform used for the marketing of Trading 212 service.

10.3. In the event of a material breach, a violation of these Terms, or of any applicable laws, regulations and directives, Trading 212 or any member of the Group reserves the right to disclose the identity and contact information of the Affiliate to any competent law enforcement agency, regulatory authorities or to any third party that has suffered damage directly from the Affiliate's breach or violation.

10.4. The Affiliate further acknowledges and agrees that Trading 212 reserves the right to disclose information to any competent law enforcement agency or to regulatory

authorities regarding the Affiliate's identity, contact information or any other information upon request of the competent law enforcement agency or regulatory authority, irrespective of whether a breach or violation of these Terms, or any Applicable Laws or Regulations has occurred.

## **11. Data Protection**

11.1. The Affiliate shall ensure that:

- a. it has obtained all necessary rights and consents from third parties and any notification or consent requirements which may be required from any person in relation to or for the purposes of processing data for the purposes of providing Services in accordance with its obligations under these Terms,
- b. It has complied with all relevant provisions of the Privacy Policy and the Cookies Policy, as amended from time to time; and
- c. it has complied with all other requirements under any applicable privacy and data protection laws, regulations, and mandatory codes.

11.2. The Affiliate shall, upon request of Trading 212, provide to the latter all such documentation and information evidencing its compliance with the requirements of this Art. 11.

11.3. The Affiliate agrees and accepts that nothing in these Terms creates an obligation for Trading 212 to share any information it gathers or acquires at any stage about any Client, with the Affiliate.

## **12. Confidentiality**

12.1. The Affiliate undertakes that it shall not at any time during the Affiliate Relationship, and for a period of five (5) years after termination of the Affiliate Relationship, disclose to any person any Confidential Information concerning the business, marketing strategy, affairs and clients of Trading 212 or clients of any member of the Group, except as permitted by Art. 12.2 below.

12.2. The Affiliate may disclose Trading 212's Confidential Information:

- a. to its employees, officers, representatives, or advisers who need to know such information for the purposes of carrying out the Affiliate's obligations under these Terms and the Affiliate Relationship. The Affiliate shall procure that its employees, officers, representatives, or advisers to whom it discloses Trading 212's Confidential Information comply with this Art. 12 and are bound by relevant confidentiality and professional undertakings to the Affiliate; and
- b. as may be required by law, a court of competent jurisdiction or any Regulator.

12.3. No Party shall use any other Party's Confidential Information for any purpose other than to perform its obligations under these Terms and the Affiliate Relationship.

12.4. All documents and other records (whether verbal, in writing, electronic or otherwise, stored in whatever mode or medium) containing Confidential Information supplied to or acquired by the Affiliate from Trading 212 shall be returned promptly to Trading 212 upon termination of the Affiliate Relationship, and no copies shall be kept. Where Confidential Information has been kept in physical, electronic or other mode of storage, the Affiliate shall return one copy to Trading 212 and confirm to Trading 212 that it has deleted all other copies, or the Affiliate will destroy any such documents and provide written confirmation to Trading 212 for doing so.

### **13. Limited License & Intellectual Property**

13.1. Subject to these Terms, Trading 212 grants to the Affiliate, a revocable, non-exclusive, non-transferable, non-assignable, non-sub-licensable limited right/license to display on such Affiliate's website(s) the Trading 212's Marks, the Banner(s) or Text Link(s) provided by Trading 212 to the Affiliate for the sole purpose of providing a link from such Affiliate's website to the Site(s). Unless otherwise approved in advance in writing by Trading 212, the Affiliate may not promote, either directly or indirectly, any of the Trading 212's Marks. No framing of any webpage of any of the Site(s) is permitted, either by the Affiliate or by any third party or Related Party acting on its behalf. The Affiliate agrees that Trading 212 has the right to revoke the Affiliate's license anytime by giving it written notice, whereupon it shall immediately destroy or deliver up to Trading 212 all Links that are in its possession.

13.2. The Affiliate, or anyone on the Affiliate's behalf (including a Related Party), shall not assert the invalidity, unenforceability, or contest the ownership of any of the

Trading 212's Marks in any action or proceeding of whatever kind or nature, and shall not take any action that may prejudice the Trading 212's rights in the Trading 212's Marks, render the same generic, or otherwise weaken their validity or diminish their associated goodwill.

13.3. The Affiliate may not alter, modify, manipulate, or create derivative works of the Banner(s), Text Link(s) or any graphics, creative, copy or other materials owned by Trading 212, or which are licensed to Trading 212 in any way.

13.4. The Affiliate is only entitled to use the Banner(s) or Text Link(s) if it is a participant in good standing of the Affiliate Program.

13.5. The Affiliate hereby acknowledges that it is not permitted to use the Trading 212's Marks, Banner(s) or Text Link(s) in any manner that is disparaging or that otherwise portrays Trading 212 or anyone else negatively.

13.6. Trading 212 reserves all Intellectual Property Rights in the Trading 212's Marks, Banner(s) or Text Link(s), including service marks, copyrights, patents, or trade secrets provided on or through the Affiliate Program.

13.7. The Affiliate hereby agrees that Trading 212 may use any suggestion, comment or recommendation provided by the Affiliate during its participation in the Affiliate Program without any obligation to compensate the Affiliate.

13.8. Except as explicitly permitted herein, nothing in these Terms or on any of the Site(s), should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trading 212 Marks. All rights not expressly granted under these Terms are reserved by Trading 212. No Affiliate is permitted to use Trading 212 Marks without the prior written consent from Trading 212. A penalty of EUR 15,000 in addition to all other remedies, damages and royalty rights shall be imposed for each day of unauthorised use.

13.9. All Leads shall be considered as clients of Trading 212 only. Trading 212 is the sole and exclusive owner of the database that contains the names and contact information and any other data or details of all Leads. The Affiliate shall not try to contact or make contact with a Lead without receiving Trading 212's written approval. If Trading 212 reasonably believes that the Affiliate either tries to or does make

contact with a Lead without Trading 212's prior written approval, Trading 212 shall be entitled to immediately terminate the Affiliate Relationship and to withhold any Affiliate Commission owed to the Affiliate at such time. Further, in the event that the Affiliate was given written approval by Trading 212 to contact or correspond with a Lead, and thereafter Trading 212 deems that such contact or correspondence is against the interests of Trading 212, the latter shall have the right to revoke the approval previously granted, to terminate the Affiliate Relationship and to withhold any Affiliate Commission owed to the Affiliate at such time. The Affiliate further agrees that Trading 212 may access information from or about visitors to Affiliate's website and may use such information for any purpose.

#### **14. Representations and Warranties**

14.1. The Affiliate (including its representatives, in case the Affiliate is a legal person) hereto represents that it has the full right, power, authority and capacity to enter into and be bound by the terms and conditions of these Terms and to fulfil its obligations under these Terms, without the approval or consent of any other party or confirms that it is qualified under any Applicable Laws and Regulations to offer the services that constitute the subject matter of these Terms.

14.2. The Affiliate acknowledges that it is aware of the contents and understands Trading 212's regulatory requirements, which may be modified from time to time, and agrees to operate in accordance with the terms and conditions of these Terms.

14.3. The Affiliate shall always maintain all necessary registrations, authorisations, consents and licences to be enabled to fulfil its obligations under these Terms and shall fully comply with all Applicable Laws and Regulations (including but not limited to financial services regulations, data protection, trademark, copyright and anti-spamming rules) applicable directly to the Affiliate or to the jurisdiction in which the Affiliate resides or carries on business.

14.4. The Affiliate hereby acknowledges and agrees that:

- a. these Terms impose legal, valid, and binding obligations upon both Parties which are enforceable;
- b. the Affiliate has the authority to enter into these Terms;

- c. the Affiliate has obtained and will maintain all necessary registrations, authorisations, approvals, consents and licences to enable the Affiliate to fulfil its obligations under these Terms;
- d. the Affiliate fully complies with, and shall continue to fully comply with, all Applicable Laws and Regulations with regard to its participation in the Affiliate Program;
- e. all the information provided by the Affiliate with regard to its application to the Affiliate Program is true and accurate;
- f. such acceptance and the performance of services/business under these Terms and the consummation by the Affiliate of the transactions contemplated hereby will not conflict with or violate any provision of law, rule, regulation or agreement to which the Affiliate is subject to;
- g. the Affiliate has independently evaluated the desirability of marketing the Site(s) and the services contained therein.

## **15. Amendments**

15.1. The Affiliate hereby acknowledges and agrees that Trading 212 has the right to modify, alter or amend all or any of the terms and conditions of these Terms at any time and at its sole discretion, by posting the modification on the Site(s) (or other URL with which we may use from time to time and which it shall notify to the Affiliate). If the Affiliate deems any of the abovementioned modifications, alterations or amendments as unacceptable, its only recourse is to terminate the Affiliate Relationship, as applicable. The Affiliate's continued participation in the Affiliate Program shall be deemed as confirming the Affiliate's implied acceptance of the said modifications, alterations, or amendments.

15.2. Notwithstanding the aforementioned, should Trading 212 modify these Terms in order to comply with Applicable Laws and Regulations, such modifications will be effective when the new version of the Terms are posted online. The Affiliate's continued participation in the Affiliate Program following such modifications for a three (3) business day's period shall be deemed as confirming the Affiliate's implied acceptance of the said modifications, alterations, or amendments.

**16. Independent Investigation**

16.1. The Affiliate acknowledges that they have read these Terms and agree to all their terms and conditions, and they warrant that they have independently evaluated the desirability of participating in the Affiliate Program, and they are not relying on any representation, guarantee or statement other than as set forth in these Terms.

**17. Disclaimers**

17.1. The Affiliate Program, the Site(s), the Affiliate Account, the Tracking Links, the Banner(s) or Text Link(s) and the products and services provided in connection therewith, are provided "as is". The Affiliate account is maintained on a technical system, which was developed for, but not by Trading 212, so that it is provided on an "as is" basis, and Trading 212 cannot guarantee error free use. To the fullest extent permitted by Applicable Laws and Regulations, Trading 212 disclaims all warranties, express, implied or statutory, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, non-infringement of third party proprietary rights which includes but is not limited to Intellectual Property Rights, any warranties arising out of course of dealing, usage, or trade with respect to the Affiliate Program the Site(s), the Affiliate Account, the Tracking Links, the Banner(s) or Text Link(s) and the products and services provided in connection therewith. Trading 212 does not warrant that the Affiliate Program will meet the Affiliate's specific requirements or that the operation of the Affiliate Program, the Site(s), the Tracking Links, the Banner(s) or Text Link(s) will be completely error-free or uninterrupted.

17.2. In addition to the fullest extent permitted by Applicable Laws and Regulations, in no event shall Trading 212 be liable for any unavailability or inoperability of the Site(s), the Affiliate Account, the Tracking Links, the Banner(s) or Text Link(s) or any technical malfunction, computer error, corruption or loss of information, or other injury, damage or disruption of any kind.

17.3. Trading 212 does not make any representation that the Affiliate will earn any specific amount of Affiliate Commission.

**18. Limitation of Liability**

18.1. In no event shall Trading 212 or any member of the Group, nor its officers, directors, shareholders, employees, service providers or suppliers be liable for lost profits or data, or any special, incidental or consequential damages arising out of or in connection with the Site(s), Trading 212's services, the Trading Platform, or these Terms (however arising, including negligence), and including, without limitation, as a result of any failure or malfunction of any software, hardware, communication technology or other system. In aggregate, Trading 212's or any member of the Group, their officers, directors, shareholders, employees, service providers and suppliers' liability to the Affiliate or any third party(ies) in any circumstance is limited to the lower of:

- a. the aggregate of the fees paid by Trading 212 to Affiliate in the twelve months prior to the act or omission giving rise to liability; or
- b. EUR 2,000.

18.2. Trading 212's obligations under these Terms do not constitute personal obligations of the owners, directors, officers, agents, employees, vendors or suppliers of the Site(s) other than as provided under these Terms. In no event shall Trading 212 be liable for any direct, indirect, special, incidental, consequential or punitive loss, injury or damage of any kind (regardless of whether Trading 212 has been aware of the possibility of such loss or such loss is foreseeable).

18.3. No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of these Terms, may be brought by the Affiliate against Trading 212 more than twelve (12) months after such cause of action accrued.

**19. General Clauses and Miscellaneous**

19.1. These Terms in their entirety, along with the Marketing Guidelines, Privacy Policy and the individual Affiliate Participation Form constitute the entire agreement between the parties, supersede and extinguish all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.



19.2. The Affiliate agrees that Trading 212 shall not be subject to or be bound by any Affiliate insertion order unless signed by an authorised representative of Trading 212 or online terms and conditions that amend, conflict with, or supplement these Terms, regardless of whether Affiliate indicates its acceptance thereof.

19.3. The Affiliate may not assign, transfer, mortgage, charge, subcontract, all or any part of these Terms and the Affiliate Relationship without Trading 212's prior written consent.

19.4. Neither these Terms nor any of the rights granted hereunder nor any interest herein, may be sold, assigned, conveyed, delegated, subcontracted, or otherwise transferred or encumbered by the Affiliate at any time, without Trading 212's prior written consent, and any attempt to do so will be deemed null and void. Trading 212 shall be permitted to assign its rights or obligations under these Terms to any member of the Group. These Terms shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

19.5. No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19.6. If any provision or part-provision of these Terms is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of these Terms.

19.7. Each Party to these Terms is an independent contractor in relation to the other Party with respect to all matters arising under these Terms. The Affiliate is not and shall not in the future be deemed a consumer as per the relevant consumer protection legislation. It shall bear its own costs in providing Services hereunder and shall be solely responsible for the payment of all its personnel, marketing, communication, administration and other overhead expenses, taxes, charges or fees and duties arising from the provision of Services pursuant to these Terms (including

on domain and other internet related payment). The Affiliate and its related parties shall not engage in any form of facilitating tax evasion.

19.8. Nothing in these Terms shall be deemed to establish a partnership, joint venture, association, or employment relationship between the Parties.

19.9. Without derogation of any other related provisions included in these Terms, any delay in exercising any rights hereunder shall not operate as a waiver of any such rights and no waiver of any default or breach or violation shall be deemed a continuing waiver or a waiver of any other breach or default.

19.10. The Affiliate may not issue any press release or other communication to the public with respect to the subject matter contained in these Terms, the Trading 212's Marks, or its participation in the Affiliate Program without Trading 212's prior written consent, except as required by law or by any legal or by any Regulator.

19.11. Trading 212 may elect to provide the Affiliate with these Terms or any other documentation, information, and communications in various languages. By accepting these Terms (in any of these languages) the Affiliate acknowledges and confirms that Trading 212's official language is the English language, and in the event of any discrepancy or inconsistency between any documentation, information, and communications in any language other than the English language and the same in the English language, the English documentation, information and communications shall exclusively prevail.

## **20. Notices**

20.1. All notices pertaining to these Terms will be given by email, unless otherwise stated in these Terms, as follows:

- a. by Trading 212 to the Affiliate at the email address provided by the Affiliate on the online Affiliate Participation Form (or as subsequently updated); and
- b. by the Affiliate to Trading 212 at [affiliates@trading212.com](mailto:affiliates@trading212.com).

20.2. Any notice, or communication shall be deemed to have been received at the time of transmission, or, if this time falls outside business hours in the place of

receipt, when business hours resume. In the present provision, business hours mean 9.00am to 5.00pm (place of receipt's time zone) Monday to Friday on a day that is not a public holiday in the place of receipt.

## **21. Governing law and jurisdiction**

21.1. These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the laws of England and Wales.

21.2. The Parties shall use all reasonable efforts to amicably resolve any dispute or controversy arising directly out of these Terms. In the event of a dispute which cannot be resolved between the Parties themselves, either Party may institute legal proceedings before the competent courts of the United Kingdom.

These CFD Affiliate Terms were last updated and published on **31.03.2023**. A copy of the most up to date version of these Terms is available on our website.