

Top Forex Affiliates Program

Affiliate Program Agreement and Terms of Service

Please read the following agreement before registering.

WARNING!

Top Forex Affiliates actively works with international banking institutions and law enforcement to discover and prosecute cases of fraudulent credit card use. All connections to, and transactions within websites owned by Top Forex Affiliates are logged and regularly audited. WE USE ALL MEANS AVAILABLE TO US TO PURSUE CRIMINAL PROSECUTION AGAINST PERSONS ATTEMPTING FRAUD OR UNAUTHORIZED ACCESS TO OUR SYSTEMS, IN ALL ICPO/INTERPOL JURISDICTIONS.

This Agreement is between **Top Forex Affiliates** and the entity you enroll with as an affiliate of Top Forex Affiliates, whether it is you as an individual or some other entity.

1) Term of the Agreements: The term of this Agreement will begin upon our acceptance of your Affiliate application and will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. You are only eligible to earn referral fees on sales occurring during the term.

2) Modification: We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a change notice or a new agreement on this site. Modifications may include, for example, changes in the scope of available referral fees, fee schedules, payment procedures and Program rules. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

3) Limitation of Liability: We will not be liable for indirect, special or consequential damages, or any loss of revenue, profits or data, arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total referral fees paid or payable to you under to this Agreement.

4) Independent Investigation: YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM

AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

5) SPAM: This company has a zero tolerance policy for SPAM. Any Affiliate accused of SPAMMING will be immediately suspended while the company, in their sole discretion, determines if the validity of the SPAM complaint. Valid SPAM complaints will result in the immediate termination of your account and forfeiture of any commissions owed you.

More specifically, we do NOT allow any sending of bulk email or "spam" to promote our products -- no exceptions. We do NOT allow our affiliates to rent "opt in" lists to promote our products. The only email advertising we allow is the following:

a. You can use one of your own email signature ads for your email client, so that any email you send will automatically promote the product for you. However, you cannot send out spam or junk email for something else and include the email signature ad. If our products are promoted in any way, shape, or form via spam (junk email) we will have no choice but to terminate you from our program.

b. If you already have an existing ezine (email newsletter), you can certainly use a pre-written ezine ad or article, or write and send an endorsement of your own to your subscribers. An ezine is NOT a list of names you bought or were promised to be "opt in". An ezine is one that was built one subscriber at a time with a website that promoted the newsletter and people individually took action to subscribe to it.

6) Affiliate Advertising & Promotional Policy: All affiliates must agree not to create and distribute any non-SEC, FTC, or CFTC compliant marketing materials, in any format including email, print advertising, brochures, magazines that promote our products or carries the company name of Top Forex Affiliates. It is your responsibility to know what is allowed, and not use 'hype' or other misleading promotions in your marketing of Top Forex Affiliates products.

We specifically prohibit the distribution of any marketing and promotional materials that reference Top Forex Affiliates or our products or services at other company's events, seminars, trainings or bootcamps whether free or paid events.

Any violation of these terms and conditions will result in the termination of our affiliate relationship.

7) Miscellaneous: This Agreement will be governed by the laws of Israel. Any action relating to this Agreement must be brought in the courts located in Tel Aviv, and you irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of and be enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

8) You may not receive affiliate commissions for any products purchased via your affiliate link by yourself, your business or associates, or your family members. Any potential commissions for purchases meeting this description will be voided.

Commission will be paid on or near first Tuesday following the 15th of the month for the previous month to all affiliates that earned \$150 or more during the previous month. Commissions earned by affiliates totaling \$149.99 or lower will be rolled over into the next month and all subsequent months until Affiliate earns at least \$150.

Payment method shall be the one mutually agreed upon in writing between Top Forex Affiliates and you. Any bank or other fees, arising from an error on the side of the affiliate (such as an affiliate specifying an invalid payee name or account number) shall be deducted from the commission.

A commission will only be credited to an affiliate after the customer has made full payment to company. If a customer later requests a refund or a chargeback is issued by the credit card holder whose credit card was used to pay for that customer's account, any commissions that were credited to both first tier and second tier affiliates will be deducted from the next monthly payment. If there is no next monthly payment, the affiliate will be billed and hereby agrees to be bound by law to reimburse Company in full for any such commissions.

20% of commissions due will be withheld for refunds/returns, payable within 90 days.

Referral Commissions and Payments Procedures: The amount of referral commissions due to affiliates will be as follows:

For a sale of one of our products, which we make as a result of a direct referral by an affiliate, that affiliate will receive a commission fee which is a percentage of the selling price of the service or product sold. This is known as a first-tier referral commission.

If you refer another affiliate to our program, and that affiliate makes a sale as described in the previous paragraph, you will receive a commission fee which is a percentage of the selling price of the service or product sold. This is known as a second-tier referral commission.

Top Forex Affiliates reserves the right to reject Affiliates whose business or site relates to the following subject matter: pornography or SPAM software.

Terms of Service

By signing up as an affiliate with Top Forex Affiliates Inc., you agree to the following Terms of Service.

This agreement is by and between Top Forex Affiliates Inc. and/or their assigns and all subscribers. Unless the context requires otherwise, Top Forex Affiliates Inc. and/or their assigns shall be referred to as "us, we, or our" and you shall be referred to as "you, your or subscriber."

You understand that Top Forex Affiliates Inc. and/or their assigns does not guarantee or predict any type of profit or response from said services. Subscriber agrees to hold Top Forex Affiliates Inc. harmless from and against any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, joint or several, of whatever kind or nature which Top Forex Affiliates Inc. and/or their assigns may become subject arising out of or relating in any way to the use of the services provided under this agreement,

including, without limitation, in each case attorneys' fees, costs and expenses actually incurred in defending against or enforcing any such losses, claims, expenses, suits, damages or liabilities.

A. Services to be Provided. We agree to pay you certain commissions as described in the " Affiliate Program Agreement" above.

B. Termination. We may terminate your account:

(a) if you violate our Terms Of Service Policy; (b) promote Top Forex Affiliates Inc. in a manner that is unethical or inappropriate, including sending unsolicited e-mails (i.e. spam); or (c) for any reason, in our sole discretion.

C. No Warranties. WE MAKE NO WARRANTIES TO YOU OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICE Top Forex Affiliates Inc. , ITS SUBCONTRACTORS AND AFFILIATES PROVIDE YOU. WE EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF THIS SERVICE FOR A PARTICULAR PURPOSE. We shall not be liable for any damages suffered by you, whether indirect, special, incidental, exemplary, or consequential, including, by not limited to, loss of data or service interruptions, regardless of cause or fault. We are not responsible for your lost profits or for your loss of data or information. If notwithstanding this clause we are held liable to you.

D. TERMS. You agree: (1) to use our system in a manner that is ethical and in conformity with community standards; (2) to respect the privacy of other users (you shall not intentionally seek data or passwords belonging to other users, nor will you modify files or represent yourself as another user unless explicitly authorized to do so by that user); (3) to respect the legal protection provided by copyright law, trade secret law, or other laws protecting intellectual property. 4) to accept commercial emails from us.

If we learn of a violation or likely violation of our TERMS OF SERVICE, we will attempt to notify you. If you do not take immediate remedial action which is satisfactory to us, or in the event of a serious violation of the TERMS OF SERVICE, we reserve the right to terminate your account immediately. Every effort will be made to inform you prior to account termination, and to re-establish your account upon receiving such representations from you as we deem appropriate in the circumstances.

YOUR SERVICE WILL BE TERMINATED IMMEDIATELY AND WITHOUT WARNING SHOULD YOU USE OUR SYSTEM AS PART OF ANY BULK EMAIL CAMPAIGN. You may also be subject to fines and legal actions as a result of your bulk email promotion. This company has a zero tolerance policy for SPAM. Any Affiliate accused of SPAMMING will be immediately suspended while the company, in their sole discretion, determines if the validity of the SPAM complaint. Valid SPAM complaints will result in the immediate termination of your account and forfeiture of any commissions owed you.

E. Assignment. This agreement is personal to you. You may not assign your rights under this agreement without our prior written consent. If you do assign your rights, as would be the case were someone other than you to use your account, you shall remain liable to us for any fees due under this agreement. We may assign this agreement at any time.

F. Change of Terms and Conditions. We reserve the right to change the terms and conditions of this agreement as needed. Use of our servers by you after said changes constitutes acceptance of those new terms and conditions. If you do not agree to the new terms and conditions, you may terminate this agreement in accordance with Section B.

G. Notification of Account Changes. You agree to provide us with such other information relating to your use of this service as we deem necessary or desirable. You agree to notify us if your address, email address, telephone number, billing information changes.

H. Notices. All notices, requests, demands, and other communications under this agreement shall be in writing and shall be deemed to have been given on the date of delivery: if delivered personally to the party to whom notice is to be given; if sent by electronic mail with a cc: to sender; if sent by fax; or on the third day after mailing by first class mail.

I. General Provisions. The subject headings of the articles and sections are for convenience only, and shall not affect the construction or interpretation of any of its provisions. If any portion of this agreement is found invalid or unenforceable, that portion shall be severed and the remainder of this agreement shall remain in force. This agreement constitutes the entire agreement between us pertaining to its subject matter and supersedes all of our prior agreements, representations, and understandings. Subject to Section I, no supplement, modification, or amendment of this agreement shall be binding unless executed in writing by both parties. No waiver of any of the provisions of this agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. This agreement may be executed in one or more counterparts. Each shall be deemed an original, but all of which together shall constitute one and the same instrument. If an organization is the subscriber, the individual signing up for our services represents that he or she is duly authorized to enter into this agreement on behalf of that organization. In the event of a dispute, the parties agree to submit the matter to a licensed arbitrator within the state of Israel, before instituting litigation.

J. Independent Investigation: YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

K. Miscellaneous: This Agreement will be governed by the laws of Israel, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the courts located in Tel Aviv, and you irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of and be enforceable against the

parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

Top Forex Affiliates reserves the right to reject Affiliates whose business or site relates to the following subject matter: pornography, pirated media, or SPAM software.