



AFFILIATE AGREEMENT

Thank you for looking at the website for Mainet Prop Firm Services -FZCO (MainetFunded, we, us). It is important that we make these terms and conditions available to you and that you understand them.

If you have any questions, please email us at support@mainetfunded.com. This Affiliate Agreement is all about using our website, [mainetfunded.com](https://www.mainetfunded.com) and its affiliate dashboard “<https://www.affiliate.mainetfunded.com>” .

Please read it immediately. It’s important that you do so before you use our website. By using our site and its affiliate dashboard, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must NOT enrol in our Affiliate Program. If you do, print off a copy and keep it safe.

And remember that these are not our only terms. You also need to look at our Terms and Conditions (T&C) for using our website <https://www.mainetfunded.com>.

THE AGREEMENT

The following organization provides this Affiliate Agreement (hereinafter called the “Agreement”), hereinafter referred to as “Company”: Mainet Prop Firm Services FZCO. Our educational website is “<https://www.mainetfunded.com>” .

The Agreement is a legal document between you and the Company that describes the affiliate relationship we are entering into.

This Agreement covers your responsibilities as an affiliate and our responsibilities to you.

Please ensure you read and understand the entirety of this document, as well as have a lawyer’s assistance if you desire, because each of the terms of this Agreement is important to our working relationship.

DEFINITIONS

The parties referred to in this Agreement shall be defined as follows:

1. **The company, Us, We, Mainet Funded:** As we describe above, we'll be referred to as the Company. Us, we, our, Mainet Funded, ours, and other first-person pronouns will also refer to the Company, as well as all employees or legal agents of the Company.
2. **You, the Affiliate:** You will be referred to as the "Affiliate." You'll also be referred to throughout this Agreement with second-person pronouns such as You, Your, or Yours.
3. **Parties:** Collectively, the parties to this Agreement (the Company and You) will be referred to as "Parties" or individually as "Party."
4. **Affiliate Program:** The program we've set up for our affiliates as described in this Agreement.
5. **Affiliate Application:** The fully completed form which must be provided to us for consideration of your inclusion in the Affiliate Program.
6. **Website:** The primary website we've noted above will be referred to as Website.

Assent & Acceptance

By enrolling in our Affiliate Program, you confirm that you have thoroughly read and understood this Agreement, and you consent to be legally bound by its terms. Should you disagree with any part of this Agreement, we kindly request that you exit the website promptly and refrain from applying to our Affiliate Program. It's important to note that this Agreement explicitly incorporates by reference any Terms and Conditions, Privacy Policies, End-User License Agreements, or other legal documents that may be present on our website.

Opt-Out Option

It is important to note that participation in our Affiliate Program is not mandatory for all users. At the time of registration or purchasing a challenge account, users have the option to opt out of the Affiliate Program by checking the box labeled "I don't want an affiliate." If this box is left unchecked, an affiliate account will be automatically created for you on our affiliate.mainetfunded.com website.

Account Creation

By not opting out and proceeding with the registration or purchase, you are consenting to the creation of an affiliate account. This account will grant you access to our Affiliate Program and its associated benefits. However, please be aware that the creation of this account also binds you to the terms and conditions outlined in this Agreement.

AGE RESTRICTION

You must be at least 18 (eighteen) years of age to join our Affiliate Program or use this Website. By applying to our Affiliate Program, you represent and warrant that you are at least 18 years of age and may legally agree to this Agreement. The Company assumes no responsibility or liability for any misrepresentation of your age.

By registering on <https://app.mainetfunded.com/promotion/challenge>, you acknowledge that you have read, understood, and agree to be bound by this Agreement. During the registration process, you have the option to participate in our Affiliate Program.

Opt-Out Option

A checkbox labeled "I don't want to be part of the affiliate program" is provided during registration. If you check this box, you will not be enrolled in the Affiliate Program, and no affiliate account will be created for you. We reserve the right to honor this choice without providing any explanation.

Account Creation and Program Participation

If you leave the checkbox unchecked, an affiliate account will be automatically created for you, granting you access to our Affiliate Program. By doing so, you agree to the following conditions:

1. We reserve the right to reject or suspend affiliate applications or accounts for any reason, including but not limited to violations of our Affiliate Agreement or Terms & Conditions on your website or social media pages.
2. If we discover any abuse of the Affiliate Program after your account creation, we may suspend your affiliation, and you will not be eligible for any affiliate commission.
3. Rejected applicants are not permitted to reapply to the Affiliate Program
4. Upon acceptance of your Affiliate Application, all Terms and Conditions in this Agreement apply to your participation.
5. We may request additional information or require you to complete extra steps to ensure eligibility in the Affiliate Program.

By proceeding with registration without opting out, you consent to these conditions and acknowledge that your participation in the Affiliate Program is subject to our approval and ongoing compliance with this Agreement.

NON-EXCLUSIVITY

This Agreement does not establish an exclusive partnership between you and our company. You retain the freedom to collaborate with other Affiliate Program providers across any category. Similarly, this agreement places no limitations on our ability to engage with any individuals or companies of our choosing.

AFFILIATE PROGRAM

Upon your admission to the Affiliate Program, it is your responsibility to fully configure your account, including providing detailed payout information and your location (such as a valid cryptocurrency withdrawal address for payment purposes). Please note that this section offers a general overview of the Affiliate Program. All aspects mentioned here are subject to the specific Terms and Conditions detailed throughout this Agreement.

Know Your Customer (KYC) Procedure

MainetFunded.com employs a unified approach to our Know Your Customer (KYC) process across our platforms. The KYC procedure is centralized and managed through our primary application at app.mainetfunded.com. This centralization ensures consistency and efficiency in our customer verification process.

Integrated KYC Management

Our KYC procedure is conducted exclusively through the dashboard on app.mainetfunded.com. This strategic decision leverages the shared domain infrastructure of mainetfunded.com, allowing for seamless integration and data consistency across our platforms.

Cross-Platform Validation

Once you've successfully completed and received approval for the KYC process on app.mainetfunded.com, your verified status is instantly acknowledged and applied on affiliate.mainetfunded.com. This seamless integration across platforms removes the need for duplicate verification procedures, thereby improving both user experience and operational effectiveness.

Compliance and Security

Our centralized KYC process allows us to maintain strict oversight of user verification, ensuring adherence to applicable regulations while upholding the utmost security standards for our users' data.

This unified KYC strategy demonstrates our dedication to offering a seamless, secure, and regulation-compliant experience for all participants within the MainetFunded.com ecosystem.

Clicks

We will provide you with a specific link or links, personalized to you as an Affiliate, for your promotion (collectively, "Referral Link"). The Referral Link will be keyed to your identity and will send online users to the Company's website or websites. You hereby agree to cooperate with us regarding the link fully and that you will explicitly comply with all of the terms of this Agreement for the promotion of the Referral Link at all times. We may modify the specific link or links and will notify you if we do so.

No cookie stuffing

You commit to refraining from employing cookie "stuffing" techniques or any other methods that might embed tracking codes without the explicit awareness and consent of the online user.

Sales

We will assign you a unique identifier in the form of a specific link (the "Personal Link") associated with your account. This Personal Link will be tailored to your identity and will direct online users to our Company's website or websites. You agree to fully cooperate with us regarding the use of your Personal Link and to strictly adhere to all terms outlined in this Agreement when promoting it. We reserve the right to modify the Personal Link at any time, and we will inform you of any such changes should they occur.

TERMS APPLICABLE

We will determine whether the payout is permissible in our sole and exclusive discretion. We reserve the right to reject clicks and/or sales that do not comply with the terms of this Agreement. Processing and fulfilment of orders will be our responsibility. We will also provide real-time data regarding your account with us through the portal on which you log into the website. We will pay – (based on your rank) affiliate commission for every referral who purchases any account size of the MainetFunded Challenges. As described above, in order to be eligible for payout, user clicks must be "Qualified Clicks."

Qualified Clicks:

1. Are clicks arriving at our website or websites through properly formatted links on the Affiliate Site;
2. Are clicks arriving at our website or websites through the Affiliate's specifically approved sites only (no other websites or social media pages);
3. Are clicks arriving at our website which relates to one specific user;
4. These are not clicks sent by a bot or other automated web program. User purchases must be "Qualified Purchases."

Qualified Purchases:

1. Must not be referred by any other partner or affiliate links of the Company (in other words, Qualified Purchases are only available through your specific Affiliate Link;
2. May not be purchased prior to the Affiliate joining the Affiliate Program;
3. May only be purchased through a properly-tracking Affiliate Link;
4. May not be purchased by a customer in violation of any of our legal terms and conditions;
5. May not be fraudulent in any way, in the Company's sole and exclusive discretion;

PAYOUT INFORMATION

Currently, the Company employs Match2Pay as a method of payout, unless asked otherwise. For any changes in your address or accounting information, you must notify us immediately and we will endeavor to make the changes to your payout information as soon as possible or otherwise follow instructions from your affiliate dashboard. In our first launch month, payouts will be available 24 hours after the purchases accrue. We explicitly reserve the right to change payout information in our sole and exclusive discretion. If we do so, you will be notified. For any disputes as to payout, the Company must be notified within thirty days of your receipt of the payout. We will review each dispute notification as well as the underlying payout transaction to which it is related. Disputes filed after thirty days of payout will not be addressed.

REPORTS

You may log into your account with us to review reports related to your affiliation, such as payout reports and Qualified Click and/or Purchase information. Please be advised, however, that not all listed qualifying clicks and/or purchases have been fully reviewed for accuracy in the reports viewable by you in real-time and therefore may be subject to change prior to payout.

TERM, TERMINATION & SUSPENSION

The term of this Agreement will begin when we accept you into the Affiliate Program. It can be terminated by either Party at any time with or without cause. You may only earn payouts as long as you are an Affiliate in good standing during the term. If you terminate this Agreement with us, you will qualify to receive payouts earned prior to the date of termination. If you fail to follow the terms of this Agreement or any other legal terms we have posted anywhere on our website or websites, you forfeit all rights, including the right to any unclaimed payout/profit share. We specifically reserve the right to terminate this Agreement if you violate any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of the Company or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal material. At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

INTELLECTUAL PROPERTY

The Company's intellectual property encompasses all copyrights, trademarks, trade secrets, patents, and other related assets ("Company IP"). We grant you a limited, non-exclusive, non-transferable, revocable license to access our websites in connection with the Affiliate Program and use the Company IP solely for identifying our company and brand on your Affiliate Site to direct customers to our provided Affiliate links. This license is subject to the following conditions:

1. You must not modify the Company IP in any way.
2. Usage is permitted only for Affiliates in good standing.
3. We reserve the right to revoke this license at any time.
4. Unauthorised use may result in Agreement termination.

Beyond these provisions, you are prohibited from using any Company IP or similar variations without our explicit written consent. This includes using Company IP in domain names, keywords, advertising, metatags, code, or any manner likely to cause consumer confusion. Unauthorised use constitutes unlawful infringement.

You grant us a non-exclusive license to use your name, trademarks, service marks, and other business intellectual property to promote our Affiliate Program. The Affiliate agrees not to engage in or utilize Google Ads or any other advertising platforms, networks, or services on behalf of the Company or to promote the Company's products/services. This prohibition extends to all forms of paid advertising, including search engine marketing, display advertising, native advertising, and social media advertising. Violations may lead to immediate program termination, commission forfeiture, and potential legal action for damages incurred by the Company.

MODIFICATION & VARIATION

The Company may, from time to time and at any time, modify this Agreement. You agree that the Company has the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the Website and that modifications or variations will replace any prior version of this Agreement unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement. If we update or replace the terms of this Agreement, we will let you know via electronic means, which may include an email. If you don't agree to the update or replacement, you can choose to terminate this Agreement as described below. 1. To the extent any part or subpart of this Agreement is held ineffective or invalid by any court of law, you agree that the prior, effective version of this Agreement shall be considered enforceable and valid to the fullest extent. 2. You agree to routinely monitor this Agreement and refer to the Effective Date posted at the bottom of this Agreement to note modifications or variations. You further agree to clear your cache when doing so to avoid accessing a prior version of this Agreement.

RELATIONSHIP OF THE PARTIES

Nothing contained within this Agreement shall be construed to form any partnership, joint venture, agency, franchise, or employment relationship. You are an independent contractor of the Company and will remain so at all times.

ACCEPTABLE USE

You commit to refraining from using the Affiliate Program or our Company for any illegal purposes or those prohibited in this clause. You agree not to utilize the Affiliate Program in ways that could harm our websites, products, services, or overall business operations. Furthermore, you pledge not to use the Affiliate Program:

1. To intimidate, mistreat, or make threats against others, or to infringe upon anyone's legal rights;
2. To breach any intellectual property rights belonging to the Company or any third parties;
3. To distribute or transmit computer viruses or other malicious software that may cause damage to others' property;
4. To engage in any fraudulent activities;
5. To participate in or establish any illegal gambling operations, contests, or pyramid schemes;
6. To disseminate any obscene or libelous content;
7. To distribute any material that promotes violence, hatred, or discrimination towards any group;
8. To unlawfully collect information about other individuals.

AFFILIATE OBLIGATIONS & COMPLIANCE

As an Affiliate, you're responsible for managing your Affiliate Site, including its operation, maintenance, content, and links. Ensure your site doesn't infringe on any third-party intellectual property rights or violate any laws.

We may monitor your account activity, including clicks and purchases. If we find you're not complying with this Agreement, we can immediately terminate your participation in the Affiliate Program.

You must comply with all applicable laws and regulations set by the United Arab Emirates government. We advise seeking legal counsel to understand your disclosure obligations.

You're also required to follow all relevant data privacy and security laws, including the EU's General Data Protection Regulation (GDPR) and any laws applicable to your country or visitors. Implement appropriate security measures for the data you handle and agree to comply with our requests regarding GDPR compliance or data subject inquiries.

If you fail to meet these requirements, we may end our relationship with you at our discretion.

REVERSE ENGINEERING & SECURITY

You agree not to undertake any of the following actions:

1. Reverse engineer, or attempt to reverse engineer or disassemble any code or software from or on any of our websites or services;
2. Violate the security of any of our websites or services through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user or network.

NON-COMPETE

Advertising Guidelines and Restrictions - Paid Advertising Limitations

The Affiliate agrees to abstain from utilizing paid advertising platforms, such as Google Ads or similar services, to promote direct affiliate links to the Company's website. This prohibition extends to, but is not limited to:

- Bidding on keywords or search terms
- Purchasing identifiers on advertising platforms
- Creating advertisements that contain affiliate links leading directly to the Company's web properties

Compliance and Consequences

Adherence to these guidelines is crucial for maintaining the integrity of our Affiliate Program. The Company reserves the right to act in cases of non-compliance, which may include:

- Immediate termination of the Affiliate's participation in the program
- Forfeiture of any pending commission payments

We encourage Affiliates to explore approved marketing strategies that align with our policies. If clarification is needed regarding permissible advertising methods, please consult with our Affiliate support team.

DATA LOSS

The Company does not accept responsibility for the security of your account or content. You agree that your participation in the Affiliate Program is at your own risk.

SPAM POLICY

You are strictly prohibited from using the Affiliate Program for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

SERVICE INTERRUPTIONS

The Company may need to interrupt your access to the Affiliate Program to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that your access may be affected by unanticipated or unscheduled downtime, for any reason, but that the Company shall have no liability for any damage or loss caused as a result of such downtime.

NO WARRANTIES

We make no representations or warranties that:

- The Affiliate Program will fulfill all your requirements
- The service will be uninterrupted, timely, or error-free
- The program will be completely secure
- Any information provided will be entirely accurate or reliable

ADDITIONAL PROGRAM-SPECIFIC TERMS APPLICABLE TO ANY

PROMOTIONAL PROGRAMS

Email Campaigns: For all email campaigns, Affiliate must comply with the CAN-SPAM Act. Affiliate agrees that failure to comply with the CAN-SPAM Act may result in Commission withholdings, removal or suspension from all or part of the Affiliate Program. Advertising Campaigns: No Links can appear to be associated with or be positioned on chat rooms or bulletin boards unless otherwise agreed by the Company in writing.

CONFIDENTIALITY AND NON-DISCLOSURE

As a participant in the Affiliate Program, you are entrusted with sensitive information. Unless explicitly permitted by this Agreement or with prior written authorization from the Company, you are obligated to maintain strict confidentiality regarding all information disclosed to you. This includes, but is not limited to:

- The terms and conditions of this Agreement
- Financial data and business strategies
- Client and supplier information
- Pricing structures and sales data

This confidentiality obligation extends to any information concerning the Company or its associated entities, whether provided directly or indirectly. You agree to use such information solely for the purpose of your participation in the Affiliate Program.

The confidentiality requirement does not apply to information that is demonstrably in the public domain through no fault of your own.

Furthermore, you are expressly prohibited from utilizing any knowledge gained through the Affiliate Program to:

- Develop, improve, or operate any service that directly or indirectly competes with the Affiliate Program
- Assist any third party in creating or enhancing a competing service

Your commitment to preserving the confidentiality of this information is crucial to maintaining the integrity of the Affiliate Program and your relationship with the Company.

GENERAL PROVISIONS: LANGUAGE

All communications made or notices given pursuant to this Agreement shall be in the English language.

JURISDICTION, VENUE & CHOICE OF LAW

Through your participation in the Affiliate Program, you agree that the United Arab Emirates shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between you and the Company, with the exception of its conflict of law provisions.

ASSIGNMENT

This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by you. Should this Agreement, or the rights granted hereunder, by assigned, sold, leased or otherwise transferred by the Company, the rights and liabilities of the Company will bind and inure to any assignees, administrators, successors, and executors.

Force Majeure and Limitation of Liability

The Company shall not be held responsible for any inability to fulfill its obligations under this Agreement when such failure arises from circumstances outside its reasonable sphere of influence. This exemption from liability encompasses, but is not confined to, the following events:

- Natural calamities and extreme weather phenomena
- Divine interventions
- Actions taken by governmental or municipal authorities
- Military operations or decisions
- Civil unrest or disturbances
- Trade restrictions or embargoes
- Any other unanticipated events or situations beyond the Company's control

In such instances, the Company's non-performance shall be excused, and it shall be absolved of any resultant liability. This clause recognizes that certain extraordinary circumstances may impede the Company's ability to meet its contractual commitments, despite its best efforts and intentions.

ELECTRONIC COMMUNICATIONS PERMITTED:

Should you have any inquiries, concerns, or require clarification regarding any aspect of this Agreement or the Affiliate Program, we encourage you to reach out to our dedicated support team. Our support staff can be contacted via email at the following address:

support@mainetfunded.com

We are committed to addressing your questions and providing timely assistance to ensure a smooth experience with our Affiliate Program.

ENTIRE AGREEMENT

This document represents the complete and exclusive understanding between the involved parties regarding the Affiliate Program. It takes precedence over and nullifies any previous or concurrent agreements, whether written or verbal, pertaining to the subject matter herein. Both parties acknowledge that this Agreement encompasses the entirety of their mutual commitments and expectations concerning the Affiliate Program.

This statement is effective as of March 17, 2024

Last updated: September 24, 2024