Affiliate Programme Terms and Conditions

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Trustyfi Sàrl ("Trustyfi", "we", "us", or "our"), operating the platform at trustyfi.ch, is a financial intermediary within the meaning of Art. 2(3) of the Swiss Federal Act on Combating Money Laundering and Terrorist Financing (AMLA, SR 955.0), affiliated with the self-regulatory organisation SO-FIT (Organisme de Surveillance pour Intermédiaires Financiers & Trustees, Geneva) under membership no. [_____].

TERMS AND DEFINITIONS

Service	is the crypto-asset exchange platform at trustyfi.ch, operated by Trustyfi Sàrl.
Terms and Conditions	refer to these Terms and Conditions developed for the Affiliate Engagement Service.
Affiliate	is a natural person or legal entity that has applied to participate in the Affiliate Programme, has accepted these Terms and Conditions, has been accepted by Trustyfi after completing Trustyfi's identification and verification procedure, and promotes the Service by posting a Referral ID on the internet and/or placing a Widget with a built-in Affiliate ID in accordance with these Terms and Conditions. a. registering for the Service by providing the Affiliate's email and Bitcoin addresses to receive a Reward b. posting a Referral ID on the internet in accordance with the Terms and Conditions and/or placing a Widget with a built-in Affiliate ID on the internet.
Affiliate Bitcoin Address	is the Bitcoin address, verified as belonging to the Affiliate, to which the Reward is paid.

Affiliate ID	is the Affiliate's unique identifier in the Service, which is provided by the Affiliate to Users by posting a referral link on the internet and/or by placing a Widget on the Affiliate’s website.
ID	is the Affiliate's identifier in the Service.
Widget	is a block for displaying data (from the Service) in a pre-configured form (Trustyfi software code), which enables the Affiliate to embed this block into the code of the Affiliate’s website and/or application (including mobile apps).
User	is a new user of the Service, who: a. has not been authorised in the Service by providing their email address; and/or b. has not made a Purchase and/or Sale through the Service.
Referral-A	is the status of a User who has followed a Referral ID link and has been verified by email by entering a Code.
Referral-Buyer	is the new status of Referral-A, who has made a Purchase through the Service within ninety (90) calendar days of the date of their first use of the Referral ID link.
Code	is a six-digit code that the Service sends to Referral-A as part of verification by email.

Purchase	is the exchange of fiat currency for virtual currency through the Referral-Buyer Service.
Sale	is the exchange of virtual currency for fiat currency through the Referral-Buyer Service.
Overwriting	is a change in the User's status in the Service. Referral-A is associated with the new Affiliate whose Referral ID is present in the link used by Referral-A.
Reward	is the fee that the Service pays to the Affiliate in accordance with the following conditions: a. the Reward is paid for each transaction of the Affiliate's Referral-Buyer who makes a Purchase and/or Sale using the Affiliate's Referral ID; b. the amount of the Reward is 50% of the Service's profit from the transaction of the Referral-Buyer and is payable to the Affiliate associated with the Referral-Buyer; c. the Reward is paid in the manner specified in clause 6 of the Terms and Conditions; d. remuneration is not payable if the Affiliate and/or Referral-Buyer violates these Terms and Conditions.

CONDITIONS

1. Referral-A is associated in the Service with the Affiliate whose Referral ID is present in the link used by Referral-A.

2. If Referral-A makes a Purchase and/or Sale within ninety (90) calendar days of the date of their first use of the Referral ID link, the Affiliate receives a Reward on their ID. The status of Referral-A will be changed to Referral-Buyer.

3. The Affiliate's Reward will be calculated after any subsequent transactions are performed by the Referral-Buyer using the originally specified email. The Reward is

paid into the Affiliate's Bitcoin address. If the Referral-Buyer has changed their e-mail, the Reward is not paid to the Affiliate. The Referral-Buyer is assigned Referral-A status if all the following conditions are met at the same time:

- reusing the link containing the Affiliate's Referral ID and verifying a new email address by entering the Code;
- having not previously registered in the Service at the time of verification.

If one or all of these conditions are not met, the Referral-Buyer will no longer be associated with the Affiliate.

4. If Referral-A uses a link with the Referral ID of another Service Affiliate within ninety (90) calendar days of first using the Referral ID link and is verified by email by entering the corresponding Code in the Service, then Overwriting will occur.

5. If Referral-A has not acquired Referral-Buyer status within ninety (90) calendar days of first using the Referral ID link, Referral-A will automatically lose its link to any Service Affiliate on the ninety-first (91st) calendar day. In this case, the Affiliate does not receive the Reward.

6. It is forbidden to post a Referral ID:

- in systems for active advertising, paid viewing of advertising materials or paid tasks as well as other similar systems (Seosprint, Socpublic, Wmmail, Vipip, Seo-fast, Wmpublic, Profitcentr, Greenstree, Fastprom, Webisida, Wmrfast, Wmrok, Vktarget, Vipip, Wm-seo, etc)
- on websites that utilise the services in the above paragraph
- in mass mailing (spam) and electronic messages in various services and social networks
- on websites that forcibly open browser windows (including doorways) or open websites in a hidden frame
- on websites whose sole purpose is the placement of referral links
- on websites that distribute any materials that directly or indirectly violate the law
- on web pages which are not available for public viewing (for example, private groups and pages on social networks, private sections of forums, etc.).

Affiliate's activities should not be related to topics:

- drug sales, pharmaceuticals, or any controlled substances;

- cash or cash equivalents, including items used for speculation or hedging purposes (for example, derivatives);
- items that infringe any intellectual property rights such as copyrights, trademarks, trade secrets, or patents, including fakes or copies;
- ammunition, firearms, explosives (including fireworks), or weapons governed by applicable);
- transactions that show personal information of third parties in violation of applicable law;
- transactions that support pyramid schemes, ponzi schemes, or other get-rich-quick schemes;
- cloud mining transactions;
- credit recovery or debt settlement services;
- explicit sexual content, including sex related dating sites, child porn, etc.;
- illegal activity: any illegal act that constitutes a violation or will assist in violation, including (but not limited to) any legislation, law, statute in Switzerland, and any territory in which the services are provided
- untrusted crypto projects with negative public information, or no public information;
- terrorism, supporting or financing terrorism, or transferring funds to any terrorist organization; maintenance of dark-net stores.

Affiliates who violate the above rules will be blacklisted from the Affiliate Programme. Payments will not be made for referrals coming from such websites.

7. It is forbidden to use any undocumented information related to the Purchase that was not granted to the Affiliate by the Service.

8. Parties in violation of the Terms and Conditions will be blocked without any further payment or explanation.

9. The Reward is paid as follows:
The Reward is paid upon the completion of a successful purchase made by a Referral-Buyer. The Affiliate Reward is paid to the Affiliate's Bitcoin address.

10. Affiliates must comply with the Swiss Federal Act against Unfair Competition (UCA) and all applicable advertising rules. In particular, they must not make false or misleading statements about Trustyfi or the Service, must not promise returns or

describe crypto-assets as risk-free, must clearly identify their content as advertising, must refer to the risks of crypto-assets, and must not target persons located in jurisdictions listed in Trustyfi's List of Restricted Jurisdictions.

11. The Affiliate acts as an independent contractor. The Affiliate is not authorised to represent Trustyfi, to receive funds or crypto-assets from Users, or to carry out any activity of financial intermediation. The Affiliate is solely responsible for any taxes and social security contributions on its Rewards.

12. Trustyfi processes the personal data of Affiliates in accordance with its Privacy Notice. Trustyfi does not disclose to Affiliates any personal data of Referral-Buyers beyond aggregated statistics.

13. These Terms and Conditions are governed by Swiss law. The exclusive place of jurisdiction is Geneva, Switzerland.

BY PARTICIPATING IN THE TRUSTYFI AFFILIATE PROGRAMME, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.