



Xena Exchange

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Affiliate Program Terms & Conditions

Effective since **26 June**

This document, together with the Terms of Use, Privacy Policy and Rules of Operations, comprises the Xena Exchange Client Agreement. All Clients who start participation in the Xena Exchange Affiliate Program must agree to this document. The full list of the documents related to different products offered by Xena Exchange is located at <https://xena.exchange/platform-specification/documents>.

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1. Terms and Definitions

- 1.1. **Affiliate** — a Client enrolled into the Affiliate Program and undertaking activities related to attraction of new Clients to the Company in accordance with these Rules.
- 1.2. **Affiliate Commission** — reward paid by the Company to Affiliates for attracting new Clients.
- 1.3. **Affiliate Link** — a URL leading to the Company's Website that contains a unique identifier used to mark Leads as attracted by the Affiliate.
- 1.4. **Commission Level** — tier of the Affiliate that defines rates of Affiliate Commissions and changes depending on the effectiveness of Affiliate's activities. Conditions that define transition between Levels and respective Commission Rates are published on the Company's Website.
- 1.5. **Company, or Xena Exchange** - Swiss Capital Ltd., incorporated in St. Vincent and the Grenadines with company number 24179 IBC 2017 and whose registered office is Suite 305, Griffith Corporate Centre, P.O. Box 1510, Beachmont, Kingstown, St. Vincent and the Grenadine
- 1.6. **Company's Website** - <https://xena.exchange/>
- 1.7. **Lead** — a user that has visited the Company's Website until the moment it becomes a Client.
- 1.8. **Referral** — a Client attracted by the Affiliate.
- 1.9. Other terms and definitions used in the Rules of Affiliate Program have meanings and are subject to interpretation in accordance with:
 - 1.9.1. the provisions of the Client Agreement;
 - 1.9.2. the meaning of the term as defined on the Xena Exchange Website;
 - 1.9.3. the applicable law; and
 - 1.9.4. the current business practices of using these terms, definitions, and phrases on the Internet.

2. Purpose

- 2.1. The Xena Exchange Affiliate Program is designed for Clients of the Company, individuals and legal entities (Affiliates), who can undertake actions directly connected with attraction of new Clients for performing trading operations on the Xena Exchange.

3. Enrollment

- 3.1. Every Client of the Company can enroll into the program and become an Affiliate. To do this, he or she must submit a request through the Platform.
- 3.2. After the submission, the Client will become an Affiliate and will be able to create Affiliate Links. All new Affiliates are assigned to the Tier 0 Commission Level. The Company has a right to assign Affiliates to higher Commission Levels as a result of mutual agreement or on its sole discretion.
- 3.3. This Affiliate Program does not under any circumstances constitute an agreement for the creation of a partnership, joint venture or an employer-employee relationship. The Affiliate may only operate and act in relations with third parties as a Client of the Company, serving as an Affiliate (clause 2.1) and not in any other capacity.

4. Attracting Leads

- 4.1. To attract new Clients, Affiliates use their personal Affiliate Links. Each Link is a URL leading to any page of the Company's Website or any of its subdomains, with the unique identifier of the link attached to it (e.g. "<https://xena.exchange?a=ABCDEF>", here "ABCDEF" is the identifier of the link). Affiliates can create new links in the Platform.
- 4.2. Affiliates may share their links anywhere on the Internet, as long as this does not break any rules defined in these Terms (refer to the section [Affiliate's Rights and Responsibilities](#)).
- 4.3. A Lead shall be considered as attracted by an Affiliate (to become the Affiliate's Referral) when all the following criteria are met:
 - 4.3.1. the Lead is not yet registered in the Platform;
 - 4.3.2. the Lead has reached the Company's Website by one of the Affiliate's links;
 - 4.3.3. the Lead has completed the registration and become a Client within 30 days after following the Affiliate's link for the first time.
- 4.4. Please, note, that until a Lead registers in the Platform and becomes a Client, the fact that he has reached the Xena Exchange's Website using an Affiliate's

link, is tracked by a cookie file kept in the Lead's browser. The Client will not be deemed as attracted by the Affiliate in the following cases (the list is not exhaustive):

- 4.4.1. the Lead visited the Xena Exchange's Website by another Affiliate's Link before the registration;
- 4.4.2. the Lead used another browser or device; or has cleared cookies in his or her browser; or has prohibited the storage of cookies in the browser; or
- 4.4.3. any other technical issues not allowing to establish the fact of using the Affiliate's Link by the Lead.
- 4.5. If an Affiliate can provide a substantial proof (namely, the list of emails) that he or she is responsible for attracting certain Clients, these Clients will be manually added to the list of the Affiliate's Referrals by the Company's staff. The Affiliate must provide the list of emails in accordance with the Dispute Resolution and Communication policies described in the Rules of Operations.
- 4.6. Clients, attracted by an Affiliate, receive a 10% discount on all trading fees they pay on Xena Exchange for 90 days since the moment of registration.

5. Affiliate's Rewards

- 5.1. Affiliates are entitled to receive rewards (Affiliate Commissions) for the Clients they have attracted to the Platform. The Commissions are part of Trading Fees that Clients pay when trading on Xena Exchange. The percentage of the Fee paid to Affiliates is defined in the Affiliate Commissions schedule, published on the Xena Exchange's Website.
- 5.2. Affiliates receive Commissions from their Referrals during the first 180 days since the moment of registration of the Referral.
- 5.3. Affiliate Commissions are deposited to the Affiliate's Spot Account once a day, at midnight (UTC). The amount of Commission is defined as

$$\text{Commission} = \sum_{\text{All trades of referrals since the last payment}} \text{TradingFee} * \text{CommissionRate}$$

- 5.3.1. Affiliate Commissions are paid in BTC.
- 5.3.2. If the currency of the fee paid by a Referral differs from BTC, it is converted to BTC using the general conversion rules.
- 5.3.3. Trading Fees are calculated for trades on Referral's spot accounts and Referral's margin accounts separately.
- 5.3.4. Commission Rate is defined by the Commission Level of the Affiliate. The schedule is different for spot and margin turnover.

- 5.4. After the Commission is settled to the Affiliate's account, the new Rate for the next day is calculated. It is based on the total turnover of its referrals during the past 30 days.

6. Affiliate's Rights and Responsibilities

- 6.1. The Affiliate shall:
- 6.1.1. follow all articles of these Rules;
 - 6.1.2. inform the Company immediately about any external interference in his activity;
 - 6.1.3. inform the Company about any known circumstances, which may affect or prevent him from fulfilling their obligations under these Rules or involve any risks for the Company;
 - 6.1.4. in his activity, obey the laws of his resident country or the country, where his promotional campaigns for attracting clients are taking place;
 - 6.1.5. in his or her activities related to attracting new Clients to the Company, provide actual information about the Company and its services. If unreliable or irrelevant information has been used in the activities, the Company is entitled to ask the Affiliate to remove or update the information, and the Affiliate is obliged to fulfill the requirement within 3 (three) days since the Company's request.
- 6.2. The Affiliate is not allowed to:
- 6.2.1. Use the Company's site design and any of its elements besides the Company's logo, including full or partial copying.
 - 6.2.2. Enter into monetary relations with the Clients (including but not limited to cash assets, cash cards and bank cards receiving, etc.).
 - 6.2.3. Use trademarks, service marks, other intellectual activity products, the sole rights to which are possessed by the Company, without the Company's preliminary written consent.
 - 6.2.4. Offer advice to Clients concerning deals under the Client Agreement.
 - 6.2.5. Attract Clients with the help of inadmissible means and methods, such as: fraud, deception, provision of insufficient information about risks involved in investments into financial instruments, and other illegal actions.
 - 6.2.6. Use any types of improper advertising for promotion of his activity, including, but not limiting to:
 - 6.2.6.1. spam;
 - 6.2.6.2. active promotion systems;
 - 6.2.6.3. immoral (including pornographic) sites advertising;

- 6.2.6.4. advertising with deliberate misrepresentation of the offered services description, as well as deliberate nondisclosure to Clients of risks and information on services to be offered; and
 - 6.2.6.5. all other types of improper advertising.
- 6.3. The Affiliate is strictly prohibited to use direct links to the Company's Website in the pay-per-click advertising systems (Google Adwords, AdChoices, Bing Ads, Yandex.Direct, and others).
- 6.4. The Affiliate is strictly prohibited to place advertisements in the pay-per-click advertising systems (Google AdWords, AdChoices, Bing Ads, Yandex.Direct, and others), banner networks, online directories, and other similar services using the name and brand names of the Company ("Xena Exchange", "Swiss Capital"), including the use of any options for their writing, including using similar-sounding words in any language.
- 6.5. The Affiliate has no right to use any types of forced redirection of users to the Company's Website.
- 6.6. When registering a company or a domain, creating own products, or providing own services, the Affiliates have no right to use any names or titles, which are similar (in spelling or pronunciation) to the Company's name, brand name, or its Website name.
- 6.7. The Affiliate shall register at the Platform only once. It's prohibited to create dedicated accounts to refer oneself to the Platform.
- 6.8. The Affiliate has the right to plan and organize marketing and advertising campaigns independently after coordination with the Company.
- 6.9. In order to attract Clients the Affiliate has the right to use banners with the Company's logo, referral links, as well as other materials provided by the Company.

7. The Company's Rights and Responsibilities

- 7.1. The Company has the right to control the Affiliate's activity concerning implementation of the Affiliate's functions and responsibilities under these Rules.
- 7.2. The Company has the right to request a detailed report on activities performed by an Affiliate in relation to the Affiliate Program. The Affiliate shall provide the report within 3 (three) days after the request.
- 7.3. The Company has the right to change the Affiliate Level and retrospectively adjust Commissions in case the Affiliate fails to fulfill these Rules.
- 7.4. The Company reserves the right to cancel this Affiliate Program unilaterally, in extrajudicial procedure.

- 7.5. The Company has the right to amend these Rules, as well as change the Rates of Affiliate Commissions and Levels in accordance with Amendment Rules described in the Rules of Operations.
- 7.6. In case of any actions, which are against the Company's interests, or may have a negative influence on the Company's reputation of activity, or may be the reason to doubt the ethics of the Affiliate's activities, the Company has the right to terminate this Affiliate Program unilaterally and with immediate effect, with or without retrospective adjustment of Commissions paid to the Affiliate.
- 7.7. The Company may require the Affiliate to pass the complete verification procedure.
- 7.8. The Company has the right to provide Affiliates with special terms and conditions, which are different from those described in these Rules. In such cases, the conditions shall be confirmed by both parties and documented in a separate agreement.
- 7.9. The Company is responsible for:
 - 7.9.1. opening accounts for Clients attracted by the Affiliate on a common basis under the Client Agreement, with special conditions described in these Rules;
 - 7.9.2. keeping the Partner informed of all amendments to these Rules in accordance with the Communication and Amendment policies described in the Rules of Operations;
 - 7.9.3. paying the Affiliate Commissions in accordance with these Rules.

8. Limitation of Liability and Restrictions

- 8.1. The Affiliate under no circumstances is allowed:
 - 8.1.1. To assume any responsibility on behalf of the Company or place the Company under any obligations.
 - 8.1.2. To publish any material (articles, letters) or assist in the writing of material (articles, letters) concerning the Company in any newspapers, magazines or other periodicals or on internet resources (such as blogs, social networking websites, forums, etc.) which may damage the positive image of the Company.
 - 8.1.3. To give any guarantees and/or make any promises, make any claims in relation to any payments under any contracts and/or agreements concluded by the Company.
- 8.2. The Company shall in no way incur liability for:
 - 8.2.1. any Affiliate's actions beyond the limits of powers provided by the Company;
 - 8.2.2. any damage caused by the Affiliate to any third parties.