Affiliate Terms & Conditions



These Affiliate Terms and Conditions(hereinafter the “Terms” and/or the “Agreement”) govern your participation as an affiliate (“hereinafter “the Affiliate”) in the affiliate program (hereinafter the “Affiliate Program”). By enrolling in the Affiliate Program, you agree with the Terms outlined in this Agreement.

1. Introduction

1.1 These Terms govern right and obligations between Moonance LLC (hereinafter referred to as “Company”, “We”, “Us” or “Our”) a company incorporated in St. Vincent & the Grenadines with registration no. 2141 LLC 2022 And registered address at First Floor, First St Vincent Bank Ltd Building, James Street, Kingstown, St. Vincent and the Grenadines and the participant of the Affiliate Programme (hereinafter referred to “Affiliate” and/or “You” and/or “your”). Both parties, the Company and the Affiliate may hereinafter be referred to separately as the “Party” and jointly as the “Parties”.

1.2 The purpose of these Terms is only the referral of new and organic Customers to the Company who will purchase the Product(s) directly by the Company for a reward pursuant to these Terms. It is expressly stated that the Affiliate does not act as a vicarious agent or bound intermediary of the Company, nor is any delegation subject to approval.

2. Definitions

2.1 “Account” means the account You are provided by the Company once You registered as a Customer at the Company’s Website.

2.2 “Affiliate” has the meaning set forth in clause 1 above.

2.3 “Affiliate Links” has the meaning set forth in clause 5 below.

2.4 “Affiliate Program” means the program the Affiliate participates in to refer Customers to the Company in exchange to get compensated in accordance with the provisions of Commission set forth herein.

2.5 “Affiliate Enrollment” is the process which must be followed by You under the Affiliate profile in the menu of the Dashboard where You agree to these Terms.

2.6 “Affiliate Website” is any website, or other media platform that is set up by an Affiliate through which it promotes the Company’s Products and services.

2.7 “Company’s Website(s)” is the Website (com) , or other such Websites (including mirror websites) agreed upon between Us and the Affiliate. Additional Websites may be added to the Affiliate Program from time to time. Any additions made will be reflected in a revised Terms.

2.8 “Commission” is the form of compensation given to Affiliates for referring Customers to the Company. This is a percentage-based commission based on the sales or revenue as set forth in clause 7 of these Terms.

2.9 “Commission Structure” is the reward structure expressly agreed between the Company and the Affiliate which details how the Company will compensate the Affiliate.

2.10 “Confidential Information” means any information or data of any nature, tangible or intangible, in any format or medium, however recorded, preserved or disclosed and whether in physical, electronic, written, oral or other form relating to the Company such as, but not limited to, financial reports, trade secrets, know-how, prices and custom quotes, business information, products, strategies, databases, technology, personal information about Customers or users of the Company Websites, marketing plans and manners of operation, whether communicated orally, in written form or stored in any other media.

2.11 “Intellectual Property Rights” means any copyrights, trademarks, service marks, domain names, brands, business names, and registrations of the aforesaid and/or any other similar rights of this nature of the Company and/or any other affiliated or associated company.

2.12 “Customer(s)” or “Referral(s)” means newly registered customer and/or Customer who has been registered with the Company’s Website(s) through an Affiliate link.

2.13 “Dashboard” is the platform You gain access to upon registration as User and contains all relevant information about your account, trading and/or affiliate performance.

2.14 “Effective Date” has the meaning set forth in clause 17.1.

2.15 “Force Majeure Event” has the meaning set forth in clause 20.

2.16 “Payment Agent” means any third party appointed by the Company to carry out on its behalf and to make payments to the Affiliates.

2.17 “Personal Data” means any personal information relating to any person, whether individual or legal that is or may be identified, directly or indirectly.

2.18 “Products” means the products offered by the Company consisting of the provision of tools for simulated environment trading pursuant to the Company’s Terms and Conditions which are available at: https://prime.bullwaves.com/legal/.

2.19 “Restricted Jurisdictions” means countries determined as such by us at our discretion and which are included on our list published on the Company’s Website in the FAQ section.

2.20 “Super Affiliates” has the meaning set forth in clause 4.2.2

2.21 “User” means any individual who is registered with the Company to purchase challenge(s) or any other products and/or services, if any, offered by the Company and has access to the Company’s Dashboard.

2.22 “Visitor” is a person who is not the Company or the Affiliate and who visits the Company’s Website(s) through a banner of the Affiliate Link;

2.23 “Written Notice” means a notice that must be given by any Party to the other Party in a form of an email.

3. Becoming An Affiliate

3.1 Eligibility Criteria

3.1.1 Minimum age: You must be a least eighteen (18) years old to participate in the Affiliate Program.

3.1.2 Legal Capacity: You must have the legal capacity to enter into binding contracts. By entering to this Program, you represent and warrant that you have the legal authority to agree to and to be bound by these Terms.

3.1.3 Location Restrictions: This Program is open to Affiliates worldwide, except in jurisdictions where such programs are prohibited by law or regulation. You are responsible for ensuring that your participating in the Program complies with the laws of your jurisdiction. If participation in this Program on the promotion of the Company's products and services requires a license or other form of authorisation in your jurisdiction, you must ensure that you comply with all local regulations and obtain the necessary licenses or authorisations before participating in the Program.

3.1.4 Ongoing Compliance: You are solely responsible for ensuring that you remain in compliance with all local regulations and licensing requirements throughout your participation with local laws, regulations or licensing requirements. You agree to provide with evidence of your compliance with local regulations and licensing requirements, if applicable, upon Company's request.

3.1.5 Existing account: Only existing account holders who are registered as users can participate in this Program.

3.1.6 Acceptance: Enrolment in this Program is not subject to approval but only to acceptance of these Terms . However, the Company reserves the right to reject or terminate your participation at its sole discretion, for any reason or no reason at all at any time.

3.2 Affiliate Enrolment:

3.2.1 To become a member of the Affiliate Program and gain access to the Affilliate Profile in the Dashboard You must confirm that You read, understand and agree to these Terms.

3.2.2 We will confirm upon Enrolment that You have successfully became an Affiliate and all information such as the Affiliate Link on the Dashboard will be available for use.

3.2.3 Once the above under clause 3.1.2 is met then You will be able to start acting as an Affiliate.

3.2.4 It is your sole obligation to ensure that any information You provide Us with when registering with US during your onboarding as a User is correct and kept up to date.

3.3 Affiliate login details:

3.3.1 It is your sole obligation and exclusive responsibility to ensure that login details provided to You when registered initially as a User including your password are always kept safe and confidential. Your details are to be kept secure to deter any unauthorised use of your account. These details are not to be shared with anyone, if these are shared with other individuals You would be jeopardizing the security of the data making up your Account.

3.3.2 In the case of unauthorised disclosure of your Account details, whether such activity was undertaken by You or not, You are held solely liable for any and all activities carried out under your Account. In the case of security breaches or suspicions that have come to your attention, including the unauthorized disclosure of your Account, You must immediately contact Us.

4. The Affiliate Program

4.1 Usage of the Account:

4.1.1 The Affiliate Program is intended for your direct participation only and is not opened to any third party.

4.2 Obligations of the Affiliate

4.2.1 You declare that you have carefully read these Terms and that you are eligible to conclude and fulfil the obligations under these Terms.

4.2.2 The Affiliate may also refer an individual, acting in the course of business or a legal person to perform the same type of services as the Affiliate (hereinafter referred to as “Super Affiliates”). However, in order to become a Super Affiliate, a separate Agreement needs to be entered into. In these cases, the Company will verify and validate these referred Affiliate Accounts before they are fully active on the Website.

4.2.3 The Affiliate is not entitled to represent Bullwaves Prime and or provide/offer to Customers any other services on behalf of the Company and within the scope of this contractual relationship.

4.2.4 The Affiliate is forbidden to engage in activities that go beyond the mere referral of potential Clients or to even give the appearance of being authorised to engage in such activities through actions and/or statements.

4.2.5 By agreeing to participate in the Affiliate Program, You agree to use your best efforts to actively advertise, market and promote the Company Websites in

good faith and in accordance with Company's instructions if need be.

4.2.6 You will ensure that all activities taken by You will be in the Company's best interest and will in no way harm the Company's reputation or goodwill.

4.2.7 You may link to the Company Websites using the Affiliate Links or other such materials as We may from time to time approve and/or provide to You. This is the only allowed and acceptable method by which You may advertise on Our behalf.

4.2.8 In case of any changes to the law or regulatory requirements whereas a registration is required the Affiliate must ensure in compliance with those requirements.

4.2.9 The contractual partner of the Customer with regard to the challenges and any further services offered by the Company shall be exclusively the Company. The Affiliate is obligated to clearly and unambiguously disclose to the potential Customer that he/she is acting exclusively as a referral agent of the Company and is not entitled to any further activity on behalf of the Company.

4.3 The Affiliate Website:

4.3.1 You are solely responsible for the operation, development, and the maintenance of the Affiliate Websites, including for all the materials which will appear on such Websites.

4.3.2 You are to, at all times ensure that the Affiliate Website is compliant with all applicable laws as well as any laws in relation to the Protection of Personal Data, including the General Data Protection Regulation (EU) 2016/679 ("GDPR").

4.3.3 You furthermore are to ensure that the Affiliate Website is fully functional and accessible.

4.3.4 The Affiliate Website cannot be presented in a manner to cause confusion to the Affiliates. It is to be made clear that the Affiliate Website is separate from the Company Websites.

4.3.5 The Affiliate Website cannot contain any defamatory, discriminatory, or otherwise unsuitable content (including, but not limited to, violent, obscene, derogatory, or pornographic materials or content which would be considered as unlawful).

4.3.6 You will not use any device, robot, spider, software, routine or other method (or anything in the nature of the foregoing) to interfere or attempt to interfere with

the proper functioning of the Company's Websites.

4.4 Unsuitable Websites:

4.4.1 You will not use any Affiliate Links or otherwise place any digital advertisements whatsoever featuring Our Intellectual Property on any unsuitable websites (whether owned by a third party or otherwise).

4.4.2 Unsuitable websites include, but are not limited to, websites that are aimed at children, display illegal pornography or other illegal sexual acts, promote violence, promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, promote illegal activities or in any way violate the intellectual property rights of any third party or of the Company, or breach any relevant advertising regulations or codes of practice in any territory where such Affiliate Links or digital advertisements may be featured.

4.5 Affiliate Links:

4.5.1 The Affiliate shall refer potential Customers who are interested in the Company's Products through a unique URL Link ("Affiliate Link") that will be assigned to the Affiliate by the Company upon acceptance of these Terms leading to the Company's Website(s).

4.5.2 The Affiliate Link assists in identifying the Affiliate's activities and calculates the Affiliate's weekly fees and enables the Company to identify the Affiliate that has referred such specific Customer for the purpose of calculating the Affiliate's Commission.

4.5.3 The Affiliate Link will be posted by the Affiliate on their online portal(s) websites/social media channels, or they will provide it directly to the Customers to register with the Company.

4.5.4 You will only use Affiliate Link provided by the Company within the scope of the Affiliate Program.

5. Validity Of The Customers

5.1 As an Affiliate You should not provide the Company with Customers who are in sanction lists, associated with financial abuse in the industry, money laundering or fraud and have criminal record. You are to immediately notify the Company if such information has been brought forward about these Customers.

5.2 Any Customer found in breach of any of the provisions herein, including but not limited to clause 5, whether You have notified Us, or was discovered later by Us, does not count as a valid Customer in accordance with these Terms. In this instance, no Commission shall be payable in relation to such Customers.

5.3 You will not target persons who are under the age of eighteen (18) years or those who have not reached the legal age to begin trading, in accordance with the national law of the country.

5.4 The Company is entitled to refuse to conclude to enter into a contractual agreement with a potential Customer referred by the Affiliate without giving reasons.

6. Marketing And Emails

6.1 Before any emails or any other form of communication(s) to be sent to Customers which include any of the Intellectual property or are means to promote the Company's Website, You must obtain the Company's permission.

6.2 If permission has been granted by the Company, You must ensure that You have acquired every Customer's explicit consent to receive marketing communications in the form they will be received by the Customer.

6.3 All marketing communications will be sent by You and not by the Company.

6.4 Any material and/or content provided from the Company and/or any other legal entity associated with the Company cannot be utilised in any way without the prior written consent of the Company. Any use of the material and/or content is subject to the Company's discretion and the Company has every right to refuse providing any material to You.

6.5 Any content to be used to advertise the Company must be in line with the Company's instructions and/or guidelines.

6.6 You must not bid on keywords or search terms related to the Company's trademarks. Therefore, the use of the Company's trademarks or business name for or in connection with brand or keyword bidding is considered a violation of these Terms and is prohibited. In light of this the Company, reserves the right to withdraw from the relationship created by these Terms between the Parties, and not pay any outstanding Commissions.

7. Remuneration

7. 1 The Affiliate shall receive a remuneration for his activity as an Affiliate as per below:

7.1.1 a percentage share of the revenues of the clients the Affiliate introduces.

7.1.2 The Commission Structure needs to be agreed with the Company before the Affiliate starts referring clients.

7.1.3 In accordance with these Terms, the Affiliate's remuneration is only due at the end of the week and the remuneration is sent back to the USDT Payout Address completed during the Affiliate Registration process.

7.2 It is the Company's discretion to alter and/or amend the Commission Structure any time and without any prior written notice.

7.3 The Affiliate is responsible for ensuring the accuracy of the payment details in the Dashboard (USDT Payout address). If an error is made in the calculation of the Commission, the Company has the right to correct such calculation at any time and will immediately pay out underpayments or reclaim overpayments made to the Affiliate.

7.4 In case You disagree with the balance already paid and/or any due amount You must notify the Company by sending an email to prime@bullwaves.com within fourteen (14) calendar days and clearly state reasons of the disagreement providing clear and sufficient supporting evidence. Failure to notify the Company within this time limit shall be considered as an irrevocable acknowledgment of the balance paid and/or the balance due for the relevant period.

7.5 The Commission shall be deemed to be exclusive of value added tax or any other applicable tax. The Affiliate shall have the sole responsibility to pay any and all taxes, levies, charges and any other money payable or due to any tax authority, department or other competent entity as a result of the compensation generated under the Terms.

7.6 All payments to the Affiliate shall be made through a Payment Agent used by the Company. Both Parties agree and acknowledge that the Company may change, from time to time (and at its sole discretion), the payment method and/or Payment Agent. The Company remains exclusively responsible for the payment of any amounts due in accordance with the applicable statutory expiry periods.

7.7 You will not be entitled to any Commission for the sole promotion of the Company or its Products(s).

8. Company’s Intellectual Property Rights and content usage

8.1 You are strictly prohibited from registering domain names, as well as, searching terms or other identifiers for use in any search engine, portal, app store, sponsored advertising service or other referral service which are identical to any of the Company’s trademarks or otherwise include the Company’s trademarks.

8.2 You are strictly prohibited from using, reproducing, distributing or displaying any content owned by the Company or any of its affiliated entities and/or any third party the Company has an agreement with to receive content, including but not limited to materials, webinars, logos, trademarks, service marks, proprietary information or any other content featured on the Company’s website(s) or platform(s) or social medial page(s), without obtaining prior written content and/or authorisation from the Company. This includes, but it is not limited to:

8.2.1 Marketing material: Affiliates may not use marketing materials provided by the Company and/or its affiliated entities and/or the licensor, such as banners, images, videos and text, without express permission.

8.2.2 Webinars and Educational Content: Affiliates may not use, share, or distribute any webinars, educational content, or training materials created or hosted by the Company or its affiliated entities and/or any third party.

8.2.3 Website Content: Affiliate may not copy, reproduce, or use any content from the Company’s website, including but not limited to text, graphics, webinars, videos, or any other media owned by the Company and/or its affiliated entities and/or any other third party prior written consent.

8.3 Any use of the Company’s Intellectual Property Rights must be in accordance with any instructions and/or guidelines issued by the Company to You from time to time. Any unauthorised use of the Company’s intellectual property and breach of clauses 8.1 and 8.2 may result in immediate termination of this Agreement and may subject the affiliate to legal action for infringement property rights from the Company and/or any its affiliated entities and/or licensors.

9. Approved Designs

9.1 You will not use any advertising layouts or designs (including banners, images, logos) incorporating Our Intellectual Property unless the advertising layouts or designs where provided to You by Us or, if advertising layouts are created by You, the advance written approval of the Company is required.

9.2 You will not modify the appearance of any advertising that has been provided to You or for which approval was granted by the Company.

9.3 It is Your responsibility to seek approval from the Company in time for launch of any advertising campaign or designs, to ensure You have written approval from the Company in relation to advertising, and to be able to evidence such approval upon request.

10. Targeted Countries

10.1 As an Affiliate, You are not allowed to target any countries where proprietary trading is considered as an illegal activity. You will act in accordance with the relevant and applicable laws at all times.

10. 2 You are to acknowledge that by promoting and targeting any countries where proprietary trading is considered as illicit and an illegal activity, You will be breaching the Terms and it will lead to the immediate closure of the Account by the Company and it is at the Company’s sole discretion to pay any of the outstanding commissions.

10.3 You understand that you cannot participate in the Affiliate Program if:

(a) you are of nationality or residing in Restricted Jurisdictions;

(b) you are established or incorporated, or have a registered office in Restricted Jurisdictions;

(c) you are subject to the relevant international sanctions.

In the event that you do fall under any of these categories, the Company reserves the right to immediately terminate the provision of the Affiliate Program to you.

11. Additional Affiliate Obligations

11.1 The following, in addition to the above, are to be considered as additional obligations of the Affiliate:

11.1.1 You shall be solely responsible for all risk, costs and expenses incurred by You in meeting your obligations under these Terms;

11.1.2 You will immediately provide the Company with all the required assistance and provide such Company with all information as is requested to monitor your activity under the Affiliate Program;

11.1.3 You must ensure that you adhere to the Company's Affiliate Guidelines at all times.

12. Affiliate Rights

12.1 The Company agrees that during the duration of these Terms, the Affiliate has been granted a non-exclusive and non-assignable right to direct Customers to the Company Websites.

12.2 If the Commissions, which were based on the Customers referred to such Company, were received by You due to a breach in the processes or due to fraudulent or falsified transactions, upon the request made by the Company, You are to return all the Commissions received. In addition to the above, You shall have no claim towards Commissions or other forms of Compensation which are not entitled by You.

12.3 The Company grants You a non-exclusive, non-transferable licence, during the term of the Affiliate Program, to use the Company Intellectual Property, which We may from time to time approve solely in connection with the display of the promotional materials on the Affiliate Website or in other such locations as may have been expressly approved in writing by the Company. This licence cannot be sub-licensed, assigned or otherwise transferred by You.

13. The Company's Obligations

13.1 We shall use Our best efforts to provide You with all materials and information required for necessary implementation of the Affiliate Links.

13.2 We shall register any Customers directed by You to the Company Websites at Our sole discretion and without any prior written notice. Furthermore, We reserve the right to refuse Customers or close their accounts on our Our Company Websites in order to comply with necessary requirements which We may establish periodically.

13.3 The following collected personal data may be processed by the Company:

13.3.1 First and Last Name

13.3.2 Email address

13.3.3 Mobile phone number

13.3.4 Company Name (if applicable)

13.3.5 Affiliate Website

13.3.6 Any Additional Information the Company may request

The above information is collected to further enhance the business relationship between the Company and the Affiliate and for security purposes. This information would be initially provided by the Affiliate during the Customer onboarding process and or at any stage thereafter.

13.4 You accept and agree that You personal data will be processed in accordance with the Company's Privacy Policy.

13.5 For the purposes of the provision of support on marketing and/or promotional material to You in accordance with these Terms, the Company will not provide access to the Affiliate of the Personal Data of the Company's Customers.

14. Company Rights And Remedies

14.1 In case of a breach or a suspected breach by the Affiliate of the Terms, negligence in performing under the Affiliate Program or the failure to meet your obligations, the Company shall have the right to:

14.1.1 suspend your participation in the Affiliate Program for the period required to investigate any activities that may be in breach of the Terms. During the period of suspension, payments of Commissions is also suspended;

14.1.2 withhold any Commission or any other payment to the Affiliate arising from or relating to any specific campaign, content or activity conducted or created by the Affiliate which is in breach of the Affiliate's obligations under these Terms;

14.1.3 withhold from the Commission monies which the Company deems reasonable to cover any indemnity given by the Affiliate hereunder or to cover any liability of the Company which arises as a result of the Affiliate's breach of these Terms;

14.1.4 suspend an Account or terminate such an Account once investigation period has ended;

14.1.5 impose any necessary limits on the Account during the investigation period or after if the need arises;

14.1.6 immediately terminate the Affiliate Program for the Affiliate and ultimately, these Terms.

14.2 Your Account may also be suspended or terminated after the investigation period due to the following:

14.2.1 bankruptcy or composition proceedings are instituted against the assets of the Affiliate or are dismissed for lack of assets.

14.2.2 violation of the duty of confidentiality and requirement for Data Protection.

14.2.3 material breach of the code of conduct and any of the Affiliates obligations as described in these Terms.

14.2.4 access to such account has been provided to a third party;

14.2.5 misrepresentation of information to Customers or potential Customers;

14.2.6 the Affiliate who created the Account has not reached the age of majority;

14.2.7 You utilise any services to facilitate crime or money laundering.

14.3 The rights and remedies listed are not mutually exclusive and are not exhaustive.

15. Relationship Of The Parties

15.1 According to the intention of the Parties, these Terms establish a contractual relationship between the Company and the Affiliate. Nothing in this Agreement shall be construed to create an employment relationship or a corporate relationship between the Parties.

16. Confidential Information

16.1 During the Term, You may from time to time be entrusted with Confidential Information relating to Our business, any of the group companies, operations, or underlying technology and/or the Affiliate Program.

16.2 You agree to avoid disclosure or unauthorized use of any such Confidential Information to third persons or outside parties unless You have Our prior written consent.

16.3 You also agree that You will use the Confidential Information only for the purposes of these Terms. Your obligations in regard to this clause shall survive the termination of the Terms and for an unlimited period of time.

16.4 In addition, You must not issue any press release or similar communication to the public with respect to your participation in the Affiliate Program without the prior written consent of the Company (with approval of the exact content to also be approved by Company).

16.5 All information that is not made publicly available by the Company and the disclosure of which to recipients not authorised by the Company could negatively influence and affect the Company and its business shall be considered business and trade secrets.

16.6 In the case of each individual violation of this duty of confidentiality, the Affiliate undertakes to pay the Company a contractual penalty which may result to an unlimited amount depending on the damages occurred due to the breach of the disclosure of this Confidential Information which amount can be deducted from any accrued remuneration owed to the Affiliate at the time of the violation being found.

17. Term And Termination

17.1 The contractual relationship shall be effective as of the date of electronic acceptance of these Terms (“Effective Date”) by the Affiliate and shall be concluded for an indefinite period. It may be terminated by either Party with or without giving reasons effective immediately.

17.2 Upon expiration or termination of this Agreement:

(a) The Affiliate shall return to the Company and any Property of the Company in its possession or control;

(b) The Affiliate must immediately cease displaying and/or removing any of the Property of the Company and/or any reference to the Company on any of their Affiliate Website as defined in clause 2.6 herein or otherwise and ;

(c)All rights licensed to the Affiliate will automatically be revoked.

17.3 In case of material breach of any of the terms of these Terms, the Company may terminate these Terms with immediate effect and the Company retains the right to seek for indemnification under any applicable laws, for any losses, damages or liability incurred by the Affiliate in connection with such violation, in accordance with the provisions of this clause.

17.4 In case of termination from the Company due to malpractice, fraud, breach, failure or other significant event, including liquidation or insolvency, the Company reserves the right to void the unpaid commission. This is not an exhaustive list.

18. Indemnity And Limitation Of Liability

18.1.You shall indemnify and hold the Company, Our directors, employees and representatives harmless from and against any and all liabilities, losses, damages and costs, including legal fees, resulting from or in any way connected with:

18.1.1 any breach by You of any provision of Terms;

18.1.2 the performance of your duties and obligations under the Terms;

18.1.3 your negligence

18.1.4. any injury caused directly or indirectly by your negligence or intentional acts or omissions, or the unauthorized use of our designs and links or this Affiliate Program.

18.2.The Company shall not be held liable for any direct or indirect, special, or consequential damages (or any loss of revenue, profits, or data), any loss of goodwill or reputation arising in connection with these Terms.

18.3 The Affiliate is liable to Company for the compliance with his contractual obligations.

18.4 The Affiliate is also liable to the Company for non- compliance with the legal and/or regulatory requirements in relation to the activities conducted in a specific jurisdictions. A Company reserves every right to avoid paying any outstanding Commissions and terminate the Account(s) immediately.

18.5 In case of a claim against the Company due to an illegal and culpable conduct of the Affiliate-regardless of whether this concerns claims under civil law or sanctions under supervisory law- the Affiliate undertakes to fully indemnify and hold the Company harmless in this respect.

19. Warranties

19.1 OTHER THAN AS EXPLICITLY STATED IN THESE TERMS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE SERVICE WHICH IS PROVIDED TO YOU ON AN 'AS IS' BASIS AND WE PROVIDE YOU WITH NO WARRANTY OR REPRESENTATION WHATSOEVER REGARDING ITS QUALITY, COMPLETENESS OR ACCURACY. REGARDLESS OF OUR EFFORTS, WE MAKE NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, AND ERROR-FREE OR THAT ALL DEFECTS WILL BE CORRECTED IN A SHORT PERIOD OF TIME.

20. Force Majeure

20.1 Neither Party shall be liable for any breach of its obligations resulting from causes beyond its reasonable control i.e. force majeure events. A Force Majeure Event includes but is not limited to the following:

20.1.1. Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis.

20.1.2 Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster.

20.1.3 Labour disputes and lock-out.

20.1.4 Breakdown, failure or malfunction of any electronic, network and communication lines (not due to bad faith or wilful default of any Party).

20.1.5 Any event, act or circumstances not reasonably within the Parties' control and the effect of that event(s) is such that the Party is not in a position to take any reasonable action to cure the default.

20.1.6 The imposition of limits or special or unusual terms on the trading in any such market or on any such event.

20.2 If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under this Agreement) the Company may without prior Written Notice and at any time take or omit to take all such actions as the Company deems to be reasonably appropriate in these circumstances.

20.3 Neither Party shall have any liability to the other in respect of the termination of this Agreement as a result of Force Majeure Event.

21. Final Provisions

21.1 Governing Law and Jurisdiction: These Terms shall be governed by and construed in accordance with the laws of the Seychelles. Exclusive jurisdiction in any action or proceeding arising out of or relating to these Terms and any appendices attached will be placed in the relevant courts residing in the Seychelles.

21.2 Dispute Resolution: In any case there is any dispute arising out or in connection with fulfilling the Terms, the Parties shall do their best to settle such situations by means of negotiations.

21.3 These Terms replace any other existing agreement in place which may be communicated by the Company prior to the acceptance of these Terms.

21.4 Assignment: All the provisions of these Terms shall be binding upon and inure to the benefit of the Parties to this Agreement and to their respective successors, assigns and legal representatives. The Affiliate shall have no right to assign or otherwise transfer this Agreement, or any of its rights or obligations here-under, to any third party without the Company's prior written consent.

21.5 Language: These Terms are made in English language. Any other language translation is provided as a convenience only. In the case of inconsistency or discrepancy between this English version and the translations into any other language, as the case may be, this English version shall prevail.

21.6 Severability: Should any part of these Terms or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

21.7 Amendments: The Company reserves the right to update these Terms at any given time, without prior notice.

21.8 Entire Agreement: These Terms and any appendices constitute the entire agreement between the Parties on all issues to which these Terms relates. The contents of these Terms and its appendices supersede all previous written or oral commitments and undertakings.

21.9 Waiver: Any delay by the Company in exercising its rights under these Terms shall not constitute a waiver thereof.

For further information regarding our Affiliate Program, please contact us by sending an email to affiliate@Bullwaves Prime.com.