



PRIME XBT

**REFERRAL
PROGRAM
RULES AND
CONDITIONS**

This Referral agreement (Agreement) sets forth the terms and conditions of your participation in the Referral program accessible from <https://primexbt.com/my/account/referral> or <https://primexbt.ch/my/account/referral> or <https://primexbt.com.au/my/account/referral> and compliments «Terms and conditions» between you and PrimeXBT.

Any reference to 'us', 'our', 'we' or 'PrimeXBT', 'Company' in this Agreement is a reference to each company within the PrimeXBT group of companies as the context requires unless otherwise stated.

PrimeXBT group of companies includes:

- **Prime XBT Trading Services LLC** with registered address First floor, First St. Vincent Bank Ltd Building, James street, Kingstown, St. Vincent and the Grenadines
- **Prime Technology Ltd** with registered address Global Gateway 8, Rue de la Perle, Providence, Mahe, Seychelles
- **Prime Digital Instruments LLC** with registered address First floor, First St. Vincent Bank Ltd Building, James street, Kingstown, St. Vincent and the Grenadines

PrimeXBT Referral program allows you to advertise PrimeXBT via your own publishing location, social media, blog, website etc. by distributing your unique referral link, whereby you may earn a portion of the revenue generated if a referred person trades on a PrimeXBT trading platform. To participate in the Referral program, you must have an active PrimeXBT account.

All users willing to participate in the Referral program are restricted from such activities:

- Bid on terms in any search engine that mention PrimeXBT;
- Engage in activities that PrimeXBT determines, in its sole discretion, to be harmful to its customers, operations, or reputation;
- Contain false, inaccurate or misleading information about PrimeXBT products and services;
- Advocate, promote, or encourage violence or discrimination against any person, organisation, or governmental entity;
- Violate any applicable law such as data transfer, data privacy, data security laws or any securities laws such as offering or promoting PrimeXBT's products and services in any jurisdiction in which they would be illegal or publishing or causing to be

published any material that may be construed as an offer, solicitation, or recommendation to buy or sell securities or other investment products, or as investment, legal, financial or accounting advice;

- Promote PrimeXBT services to users from countries where such services are not available as per Terms and Conditions

You acknowledge and agree that PrimeXBT may terminate your account, if you, your web site or your publishing location violates, as determined by PrimeXBT in its sole discretion, any of the aforementioned restrictions or additional restrictions.

PrimeXBT also reserves the right to seek recovery of any or all Commission paid or payable to you or your Related Person and you hereby agree to such liability and repayment of such Commission if you, your web site or your publishing location violates, as determined by PrimeXBT in its sole discretion, any of the aforementioned restrictions or additional restrictions.

Under no circumstances shall we be liable for any direct, indirect, incidental, punitive, special, or consequential damages for any reason whatsoever related to this agreement, your use or inability to use our web site(s) or the materials and content of the web site(s) or any other web sites Linked to such web site(s) or your provision of any personally identifiable information to backend service provider or any third party. This limitation applies regardless of whether the alleged liability is based on contract, tort, warranty, negligence, strict liability or any other basis, even if we have been advised of the possibility of such damages or such damages were reasonably foreseeable. Because certain jurisdictions do not permit the limitation or elimination of liability for consequential or incidental damages, our liability in such jurisdictions shall be limited to the greatest extent permitted by law. If any provision of this limitation of liability is found to be unenforceable, only such provision shall be removed and the remainder shall be enforced to the greatest extent permitted by law.

With respect PrimeXBT, as well as the contractors, agents, employees, officers, directors, shareholders, and affiliates of such parties, you agree to defend, release, indemnify, and hold such parties harmless from all liabilities, claims and expenses, including attorney's fees and court costs, for third party claims relating to or arising under this Agreement, the service(s) provided by PrimeXBT, or your use of the service(s) provided by PrimeXBT, including, without limitation, infringement by you, or

by anyone else using such service(s) we provide to you, of any intellectual property or other proprietary right of any person or entity, or from the violation of any of our operating rules or policies relating to the service(s) provided.

When we may be involved in a suit involving a third party and which is related to our service(s) to you under this Agreement, we may seek written assurances from you in which you promise to defend, indemnify and hold us harmless from the costs and liabilities described in this paragraph. Such written assurances may include, in our sole discretion, the posting of a performance bond(s) or other guarantees reasonably calculated to guarantee payment. Your failure to provide such assurances may be considered by us to be a breach of these Agreement by you. The terms of this paragraph will survive any termination or cancellation of the Agreement.

PrimeXBT reserves the right to adjust or change the Referral program rules as well as Referral commission rates at any time.

You attest that you are of legal age to enter into this Agreement.

Residents of the United States of America and any other restricted jurisdiction are prohibited from acting as an affiliate of PrimeXBT and receiving any commission. Anyone referred to PrimeXBT by anyone located or resident in the United States of America or another restricted jurisdiction or by any other non-permitted referral will not be able to use services of PrimeXBT.

Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the laws of arbitration of St. Vincent and the Grenadines, as amended from time to time, and the provisions of which are deemed to be incorporated herein by reference. The decision of St. Vincent and the Grenadines arbitration shall be binding upon both parties.