eightcap

Eightcap Challenges Partner Program Terms and Conditions



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Eightcap Challenges Partner Program - Terms and Conditions

The following are terms of an agreement between you (**You/Your**) and Eightcap to participate in the Eightcap Challenges Partner Program.

1 Definitions and interpretation

1.1 Definitions

Unless expressly stated or the context requires otherwise, the following words are defined as follows when used in these Terms:

Access Fee means the sum payable by a Participant to access and participate in a Simulated Trading Experience;

Account means the account created for a Participant for the purposes of a Simulated Trading Experience;

Applicable Laws means all laws, regulations, procedures, standards and codes of conduct that apply to the Eightcap Challenges Partner Program including any laws or regulations of any country where you and/or referred Participants are resident and/or conduct business activities (as the context requires).

Application means an online application that you complete to become an Eightcap Challenges Partner;

Banners and Text Links means any graphics, pictures, animation, artwork or text that we give you to hyperlink potential Participants to the Eightcap Website;

Business Day means a day other than a Saturday, Sunday, public holiday for you or us;

CFD Partner Program means the referral program operated by Eightcap in relation to its CFD Platform, governed by the Partner Programme Terms and Conditions (as amended from time to time). For Partners participating in both the Eightcap Challenges program and CFD activities, the CFD Partner Program terms are incorporated into and operate in conjunction with these Terms.

CFD Platform means the trading platforms and technology interfaces provided by the Group of Companies, which enable clients to trade Contracts for Difference (CFDs) on various asset classes, including foreign exchange, indices, commodities and cryptocurrencies.

Confidential Information means all of a disclosing party's information that is by its nature confidential, is expressly communicated by that party as being confidential or which the recipient party knows or reasonably ought to know is confidential. This includes information about our business systems and processes, these Terms, and any Personal Information belonging to a Participant;

Eightcap, we, us, our means **Eightcap International Limited** (Company No. 8427413-1), a company incorporated in Seychelles or any of their Related Body Corporate in its Group of Companies as the context requires;

Eightcap Challenges Coupon means a specific designated promotional voucher or code that allows Participants to receive a discount on their Simulated Trading Experience.

Eightcap Challenges General Terms and Conditions means those terms and conditions between a Participant and Eightcap in relation to their participation in a Simulated Trading Experience;

Eightcap Challenges Partner Account means the account into which we will pay your Fees;

Eightcap Challenges Partner means an individual or entity who has been appointed under these Terms;

Eightcap Challenges Partner ID means the unique ID that we assign to you, linked to your Tracking URL;

Eightcap Challenges Partner Program means the Simulated Trading Experience referral program governed by these Terms;

Eightcap Challenges Privacy Policy means our privacy policy as located on the Eightcap Website;

Eightcap Website means the Eightcap website, located at www.eightcap.com, www.eightcap.partners or any other website that we may create and make available to you from time to time;

Fee means the referral fee payable to you, being the amount contemplated in clause 9.1 and as amended by us from time to time;

Fee Plan means the specific commission structure, fee structure or payment rates agreed between you and Eightcap as recorded within your Partner dashboard under the CFD Partner Program, being either: (a)

Rebates, (b) Cost Per Acquisition (CPA) or (c) Revenue Share as defined and calculated under the Partner Programme Terms and Conditions.

Group of Companies means Eightcap and all its affiliates and Related Body Corporates, including but not limited to the entities operating the Eightcap Challenges Program and the CFD Partner Program.

Intellectual Property Rights means all rights and interests (including common law rights and interests) in any patents, patent applications, trademarks, trade names, logos, registered designs, unregistered designs, rights, copyright, technology, databases, know-how, trade secrets, domain names, internet addresses, rights in confidential information, all and any other intellectual or industrial rights, whether registered or unregistered;

Loss or Claim means any loss, liability, action, proceeding, damage, cost or expense (including all reasonable legal costs and expenses), including any kind of legal liability;

Marketing Guidelines means any marketing guidelines which are specified by Eightcap to you (as amended our updated from time to time) for the purposes of any marketing or promotional activities;.

Multi - Program Participation Addendum means the supplemental terms set out in Appendix A, which govern the extension of the Partner's participation in more than one Program (including the CFD Partner Program) and outline the specific requirements for account integration, multi-platform netting and fee structures.

Participant means any individual or entity who takes part in a Simulated Trading Experience;

Participant Sales means the total amount of Access Fees, generated from the Participants referred to us by you after applying any applicable discounts, chargebacks, refunds, reversals, or corrections;

Partner means a referrer of Participants to us for Simulated Trading Experiences and or of clients for the CFD Partner Program or another Program.

Partner Account means any account opened or maintained by a Partner for the purpose of participating in a **Program**, including but not limited to an Eightcap Challenges Partner Account, a CFD Partner Account, or any other portal or account established for the onboarding and administration of a Partner across the Group of Companies.

Partner Programme Terms and Conditions means the separate, standard terms and conditions governing Eightcap's CFD Partner Program, located here - https://cfds-assets.8capassets.com/documents/Eightcap+CFD+-+Partner+Program+Terms+and+Conditions.pdf and updated from time to time, which apply to any Partner electing to participate in the CFD Program, in accordance with the CFD Program Addendum.

Partner Website means any website or digital content, including social media platforms, that you create or maintain for the purpose of introducing and referring Participants to us;

Partners Portal means any platform, website or application we create for the purposes of administering our relationships, activities and communications with you and others;

Personal Information means information or opinion, whether or not true or accurate, that identifies or could reasonably identify a person including names, addresses and contact information;

Program means any referral, affiliate or partnership program operated by the Group of Companies from time to time, including but not limited to the Eightcap Challenges Program and the CFD Partner Program. Each Program may be governed by its own specific terms and conditions, which are incorporated into the Partner's relationship with the Group of Companies through the Multi-Program Participation Addendum.

Promotional Materials means materials used to promote Eightcap Challenges, including all trademarks, blogs, websites, articles or any other material or information that mentions us or our Simulated Trading Experience;

Qualified Participant means a Participant in respect of each Simulated Trading Experience who has been referred to us via your Tracking URL, or who identifies you as their referrer in their application to establish an Account.

Referred Partner means a person who has been referred to us by you to become a Partner under the Eightcap Challenges Partner Program.

Related Body Corporate means any holding company, subsidiary or subsidiary of a holding company, of a particular corporate entity;

Related Parties means:

(a) any member of your immediate family; and

(b) any individual, corporation, partnership, joint venture, trust and any other Related Body Corporate or unincorporated organisation directly or indirectly controlling, controlled by or under common control with you;

Restricted Regions means any country from where we do not, or cannot, accept Participants as advised to you from time to time;

Simulated Trading Experience means a trading simulation administered by Eightcap for Participants to experience and conduct trading in a simulated and limited-risk environment;

Terms means these Eightcap Challenges Partner Program - Terms and Conditions including any annexures, schedules and appendices (as amended, varied, novated, supplemented or replaced from time to time);

Territory means a state or country that is not a Restricted Region;

Tracking URL means a unique hyperlink we provide you upon approval to the Eightcap Challenges Partner Program. This enables us to link you to the Participants and/or Referred Partners you refer to us for the purpose of calculating any Fees payable to you;

Trading Platform means the part(s) of the Trading Technologies provided by Eightcap for Participants to construct and place trades.

Trading Technologies means all trading technologies, software, systems and processes Eightcap makes available to Participants to facilitate participation in a Simulated Trading Experience, including the Trading Platform, pricing information and trade execution systems;

1.2 Interpretation

In these Terms, unless a contrary intention appears:

(a) The use of the term “Partner” is for descriptive purposes only and does not convey or imply any partnership, joint venture, agency or employment relationship between you and Eightcap Challenges. Specifically, nothing in these Terms, the relationship, or the use of the term "Partner" shall be construed to create a partnership at law or a de-facto partnership under any Applicable Law.

(b) a reference to any legislation or any provision of any legislation includes all regulations, orders or instruments issued under the legislation or provision and any modifications, consolidations, amendments, re-enactments, replacements or codifications;

(c) words or expressions importing the singular include the plural and vice versa;

(d) words or expressions denoting individuals include corporations, firms, unincorporated bodies, authorities and instrumentalities;

(e) a reference to a party includes its executors, administrators, successors and permitted assigns;

(f) a heading, index, table of contents or marginal note is for convenience only and does not affect the interpretation of these Terms;

(g) a provision is not construed to disadvantage a party merely because that party prepared these Terms or arranged its inclusion in these Terms;

(h) schedules, annexures and attachments form part of these Terms and have effect as if set out in full in these Terms;

(i) if an act is required to be done, or a time limit or period expires, on a day that is not a Business Day, then the act must be done, or the limit or period will expire, on the following Business Day;

(j) the words including, for example and such as (and any other forms of those words) are to be construed without limitation;

(k) a reference to dollars or $ is a reference to United States dollars;

(l) If there is any inconsistency or conflict between the body of these Terms, and any specific Program terms and conditions (such as the Partner Programme Terms and Conditions), the documents shall be read as a whole to the extent possible. However, to the extent of any direct conflict, the following order of precedence shall apply:

(i) regarding fees, set off rights, payment considerations and participation across multiple Programs, the Multi-Program Participation Addendum shall take absolute precedence;

(ii) regarding specific referral and technical criteria for a particular Program (eg. CFD referral activities) then the relevant Program specific terms (e.g. the Partner Programme Terms and

Conditions) prevail;

(iii) regarding Eightcap Challenges activities and general Eightcap Challenges Partner obligations not specifically addressed in the Multi-Program Participation Addendum, these Terms shall prevail.

2 AGREEMENT TO TERMS

By doing all or any of the following:

(a) making an Application;

(b) participating in the Eightcap Challenges Partner Program; or

(c) selecting the “Opt-In” box for the Eightcap Challenges Partner Program during purchase or redemption of any Eightcap Challenges Coupon;

you expressly acknowledge that you have read, understood and agree to be bound by all provisions of these Terms, and to comply with them in its entirety.

3 EIGHTCAP CHALLENGES PARTNER APPOINTMENT

3.1 Appointment as an Eightcap Challenges Partner

(a) We will grant you, and you agree to accept, the non-exclusive appointment to refer Participants from the Territory to us, upon:

(i) our acceptance of your Application; or

(ii) you providing your consent as detailed in clause 2(c).

(b) On your appointment as an Eightcap Challenges Partner, you will be provided with an Eightcap Challenges Partner ID and Tracking URL, access to the Partners Portal and any Promotional Materials necessary to refer Participants to us.

(c) For the avoidance of doubt where you have selected any "Opt-In" box for the Eightcap Challenges Partner Program during the purchase, or redemption of any Eightcap Challenges Coupon process, this constitutes your express consent to and is deemed an immediate and accepted application for your appointment as an Eightcap Challenges Partner, under the terms of this Agreement.

3.2 Acknowledgements

You acknowledge and agree that as an Eightcap Challenges Partner:

(a) you do not have an exclusive rights to refer Participants to us and we may have similar arrangements in place with other Partners;

(b) we may directly or indirectly obtain referrals on terms different to these Terms, and contract with other parties who are similar to or compete with you; and

(c) you are not eligible to receive Fees for Participants or Referred Partners, not referred in compliance with these Terms.

4 EIGHTCAP CHALLENGES PARTNER ONBOARDING

4.1 Verification and Due Diligence

(a) You must provide any documentation requested by us at any time during your appointment, for due diligence and compliance purposes, which may include:

(i) Proof of identity (passport, driver’s license, or government-issued ID);

(ii) Proof of business registration (if applicable);

(iii) Banking details for payment of Fees;

(iv) Any necessary regulatory licenses or authorizations, if required by law.

(b) We may conduct periodic compliance checks on your activities, including a review of marketing practices, traffic sources, and adherence to any Applicable Laws.

4.2 Eightcap Challenges Account and Portal Access

(a) You must maintain the confidentiality of your login credentials to the Partners Portal and shall not share access with unauthorized third parties. You must notify Eightcap Challenges immediately if

they suspect unauthorized use of your Eightcap Challenges Partner Account.

(b) Eightcap reserves the right to suspend or terminate your engagement under the Eightcap Challenges Partner Program (and access to the Partners Portal) if:

(i) You engage in fraudulent or prohibited activities;

(ii) You fail to comply with applicable regulations or Marketing Guidelines;

(iii) Your Eightcap Challenges Partner Account remains inactive for a specified period, as determined by Eightcap Challenges in its sole discretion.

4.3 Tracking and Attribution

(a) You must ensure that all referred Participants are directed to Eightcap Challenges Website through your Tracking URL.

(b) Eightcap Challenges reserves the right to determine the final attribution of your referred Participants based on its tracking systems and shall not be liable for any discrepancies arising from third-party tracking tools.

5 EIGHTCAP CHALLENGES PARTNER OBLIGATIONS

5.1 General obligations

You must:

(a) comply with any reasonable directions we give you and co-operate promptly, at all times, with our reasonable requests in respect of the Simulated Trading Experiences;

(b) if required, fully and clearly disclose to each Participant the Fees (and any other information that we request from time to time) that you receive (or may receive) under the Eightcap Challenges Partner Program;

(c) subject to Applicable Laws about privacy or data protection in your jurisdiction, maintain proper business records regarding each referred Participant for at least seven (7) years;

(d) comply with relevant privacy and data protection laws and regulatory requirements in relation to Personal Information;

(e) implement and maintain proper and appropriate security systems, processes, programs and applications (to our satisfaction) to protect any Participant Personal Information;

(f) promptly notify us of any complaints you receive and provide us with all written communications and documents that you send or receive about such complaints;

(g) inform Participants promptly and in a clear and prominent way that:

(i) the Simulated Trading Experiences we provide are not financial or investment products or services and the provision of these services do not constitute any investment advice, guidance or recommendations;

(ii) the Simulated Trading Experiences do not form part of any regulated financial services, brokerage services or investment offerings of Eightcap Challenges or any of its Related Parties; and

(ii) if you provide a Participant with advice about any Simulated Trading Experiences, your advice and opinions are yours alone and made without our knowledge or approval.

5.2 Prohibited Activities

You must not:

(a) accept any money, securities or other property from a Participant for the referral or to guarantee or secure any Simulated Trading Experience; or

(b) instruct us to transfer or redirect funds from a Participant's Account unless the Participant has given us written permission to do so, however, we are not obliged to comply with any such instructions and may take any necessary steps to verify the legitimacy of any such instructions to our sole satisfaction;

(c) engage in any illegal, improper, misleading or deceptive conduct or do anything (including making statements in any form) that cause or may cause us Loss. This includes:

(i) anything that breaches the laws or regulations in the jurisdiction(s) where you and Participants are located;

(ii) engaging in any illegal activity, including displaying misleading, defamatory or illegal content on or in your Partner Website, marketing materials or subscription emails, or links to third party websites that does the same;

(iii) actively targeting:

(A) person(s) who is/are not 18 years or older, regardless of the age of majority in the location from which you refer Participants;

(B) resident(s) of Restricted Regions;

(iv) logging in to a Participant's Account or conducting Simulated Trading Experiences on a Participant's behalf;

(v) sending unsolicited commercial electronic messages of any kind ("spam");

(vi) placing links to the Eightcap Challenges Website (other than the Banners and Text Links that we give you under these Terms) in any commercial electronic messages, advertising networks, forums, blogs, chat rooms or similar internet resources, or in any media, publication, or platform that we have not expressly approved by us;

(vii) establishing a promotion giving rewards, points or compensation to a Participant for establishing for an Account, including any kind of rebate, without our approval; or

(viii) taking any action that does, or may, dilute, damage or diminish the value of our trademarks or branding.

5.3 Remedy for breach

If you breach this clause 5, or we discover any suspicious activity linked to your Eightcap Challenges Partner ID, we may, in our sole discretion:

(a) conduct investigations while suspending your participation in the Eightcap Challenges Partners Program and/or delay payment of any Fees to you; and

(b) terminate your participation in the Eightcap Challenges Partner Program, pursuant to clause 15.

6 EIGHTCAP OBLIGATIONS

6.1 Eightcap general obligations

Subject to you complying with these Terms we will:

(a) pay you the Fees; and

(b) provide you with any required Promotional Materials.

7 REFERRAL OF PARTICIPANTS

7.1 Eligible Participants

Subject to your compliance with these Terms and clause 9.2, Fees will be payable to you for any Participant that:

(a) Is a Qualified Participant; and

(b) resides in the Territory.

7.2 No obligation

We are not obliged to consider, approve or accept a referral from you. Any decision to accept and onboard a Participant is at Eightcap Challenge's sole discretion.

7.3 Referred Partners

(a) You may apply for written approval to introduce Referred Partner to us.

(b) The proposed Referred Partner must not be, or have previously been, registered with us as a partner, affiliate or have previously participated in the Eightcap Challenges Partners Program.

(c) Upon any approval and successful onboarding of the Referred Partner, they will be designated as your Referred Partner and we will link them to your unique Eightcap Challenges Partner ID for the purposes of attributing any applicable Fees to you (as agreed to by us in advance).

8 REFERRAL CONDUCT

8.1 Relationship with Participant

You acknowledge and agree that:

(a) the relationship between us and the Participants are governed by the Eightcap Challenges General Terms and Conditions;

(b) you are not a party to the Eightcap Challenges General Terms and Conditions and you must not, unless otherwise permitted under these Terms, interfere with the operation of those terms and conditions;

(c) when each Participant registers for an Account with us, we may tell them about:

(i) the existence of these Terms and/or our relationship with you; and

(ii) our Fee arrangements with you;

(d) we have the sole and exclusive right to hold a Participant's Personal Information and any other data about a Participant on their behalf;

(e) we communicate directly with Participant's about their Accounts;

(f) unless you are permitted to contact a Participant under these Terms, you must not contact any Participants without our written approval;

(g) we can revoke any approval we give you to contact a Participant if we determine such communication with the Participant is against our interests;

(h) we can take any action permitted under the Eightcap Challenges General Terms and Conditions that we consider necessary, at our sole discretion and without any notice to you, including for the protection of our rights and interests, rejecting any prospective Participant, refusing to deal with a Participant or terminating the Participant's use of the Trading Technologies.

8.2 Our relationship with you

You acknowledge and agree that:

(a) the relationship between you and us is that of independent contractors. Nothing in these Terms creates any partnership, joint venture, employee or agency relationship between us;

(b) you act voluntarily for your own benefit and we are not responsible for actions in connection with your participation in the Eightcap Challenges Partner Program;

(c) Unless we expressly permit in writing, you must not:

(i) act on our behalf;

(ii) hold yourself out as authorised to act on our behalf;

(iii) make any public announcements or statements about us or these Terms;

(iv) attempt to enter into any arrangement that binds us or exposes us to any liability (and any such arrangements will not be binding); or

(v) make any representations or warranties on our behalf.

9 FEES AND PAYMENT

9.1 Fees Structure

(a) Subject to clauses 9.4 and 9.5, you may be eligible for a fee equal to 20% of the Participant Sales.

(b) Your Eightcap Challenges Partner ID is linked to your Tracking URL and tracks all Participants and Referred Partner activities which is used to calculate the Participant Sales attributable to you.

(c) We are not responsible for a failure by you, a Participant or a Referred Partner (if applicable) to effectively link you to the Participant or Referred Partner's activity under these Terms (for example, if they fail to notify us or use an incorrect Tracking URL).

(d) If a Participant does not use a Tracking URL, we will make reasonable efforts to link that Participant to you can provide to us sufficient evidence that you introduced them to us.

(e) We may from time to time verify or authenticate any Participants or Referred Partner you introduce

to us before we pay Fee entitlements.

9.2 Eligibility for Fees

You are not entitled to Fees:

(a) for a Qualified Participant who cannot be verified as your referral;

(b) for any Participant who does not reside in a Territory;

(c) where there is any fraudulent or illegal activity detected on any Account linked to your Eightcap Challenges Partner ID;

(d) where any termination of these Terms pursuant to clause 15.2 1.1(a)(i)has occurred;

(e) for any inactive Participant.

9.3 Payment

(a) Your Fee entitlement is subject to us:

(i) verifying or authenticating your identity under any KYC/AML requirements, including requiring you to provide further documentation or information to substantiate a payment such as proof of identity, address, source of wealth or funds information; and

(ii) verifying the fee calculations and your entitlements;

to our satisfaction.

(b) Fee entitlements will be paid within 15 days after the end of each calendar month.

(c) We will pay your Fee into an active Eightcap Challenges Partner Account in your name, from which you can make cash withdrawals using the methods set out on the Eightcap Challenges Website, or directly into your bank account if you have submitted a valid invoice. You agree that:

(i) any wire fees or other payment charges associated with withdrawal(s) from your Eightcap Challenges Partner Account will be passed on to you and deducted from your Fees; and

(ii) any exchange rates for international wire transfers are set by a recipient bank and we have no control over these rates.

(d) We are not required to pay you Fees if doing so will or may cause us to breach any Applicable Laws.

(e) You must provide us with accurate and complete contact and payment information and advise us promptly if anything changes, so your Fees can be paid to you.

9.4 Changes to Fee

(a) We may change the Fee, payment frequency or other criteria at any time and at our sole discretion, by giving you with at least 30 days' written notice. Your continued participation in the Eightcap Challenges Partner Program after expiry of the notice period will be deemed as your acceptance of the changes.

(b) If you do not agree with the changes, you may end your engagement under the Eightcap Challenges Partners Program by providing us with 7 days' written notice during that 30 day period.

9.5 Right of set off

(a) We reserve the right to set off any amounts owed by you (including any chargebacks, refunds, reversals of all or any part of any Access Fees) to us against any amounts payable by us to you under this Agreement.

(b) We may deduct any amounts owed under this clause 9.5(a) from Fees payable to you, without prior notice and we may recover any amounts you owe us on demand and as a debt due to us.

(c) The exercise of our right under this clause does not mean we waive any of our other rights or remedies under this Agreement.

9.6 Taxes

(a) You are solely responsible for paying all taxes, duties and government charges related to your participation in the Eightcap Challenges Partner Program.

(b) You indemnify us for any Loss or Claim arising out of or in connection with any duties, taxes, levies or charges levied upon us or our Related Bodies Corporate and your participation in the Eightcap Challenges Partner Program.

9.7 Fee disputes

(a) If you do not agree with the Fees you receive, you must notify us in writing of the disputed amount and the reason for your dispute within 7 days of us paying you the Fees into your Eightcap Challenges Partner Account.

(b) If we do not receive notice of a dispute within this time, you will be deemed to have waived your right to dispute the Fee payment and you will not be entitled to any further claims on the matter.

10 INTELLECTUAL PROPERTY AND MARKETING ACTIVITIES

10.1 Our Intellectual Property Rights and branding

(a) We retain ownership of all Intellectual Property Rights in material we develop before or during the term of your participation in the Eightcap Challenges Partner Program, including any Promotional Materials.

(b) These Terms do not grant you any license or right to use our Intellectual Property Rights other than strictly as permitted by these Terms.

(c) As a participant of the Eightcap Challenges Partner Program, you may display our trademarks and branding on your Partner Website to refer Participants to us under these Terms, provided that you:

(i) obtain our prior written approval before you publish our trademarks and branding and any Promotional Materials;

(ii) do not use our trademarks or branding as part of your own product name, URL or as a component of another logo; and

(iii) only display Promotional Materials in a way that complies with our Marketing Guidelines and any other directions that we give you from time to time.

(d) We may withdraw our approval of your use of Promotional Materials at any time. If this happens, you must immediately stop distribution or publication of Promotional Materials.

(e) You must advise us as soon practicable if you become aware of an infringement of any of our Intellectual Property Rights or other ownership rights, or if you become aware of a claim by any party that trademarks or logos infringe on a third party's Intellectual Property Rights or ownership rights.

10.2 Banners and text links

You must:

(b) use our Banners and Text Links only as directed you by us and not modify them in any way without our written consent; and

(c) direct Banners and Text Links only to the Eightcap Challenges Website.

10.3 Direct marketing

You must comply at all times with Applicable Laws when sending direct marketing communications to Participants or potential Participants. All direct marketing communications you send in connection with the Eightcap Challenges Partner Program must:

(a) clearly and accurately identify you (whether you are an individual or organisation) as the sender of the message;

(b) include accurate information about how the recipient can contact you;

(c) contain a clear and obvious way to opt-out (e.g. unsubscribing, in the case of email) from receiving any further messages; and

(d) be sent only to recipients who have consented to receiving the communication from you.

10.4 Partner Website

(a) If you operate a Partner Website, you must ensure all content on your Partner Website is

current and accurate during your participation in the Eightcap Challenges Partner Program.

(b) You may provide our corporate details, a description of the Simulated Trading Experience, a link to the Eightcap Challenges Website and any other information that we require you to display from time to time on your Partner Website, subject to our prior express approval.

(c) Unless we have agreed in writing, you must not market to potential Participants:

(i) on any site or platform where we promote the Eightcap Challenges Website;

(ii) on any internet search engine on which we promote the Eightcap Challenges Website;

(iii) in any way that results in you competing with us when promoting your Partner Website, including promoting through other introducing parties; and

(iv) on any online software, application or other platform enabling online trading that is similar to and/or competes with the Simulated Trading Experiences.

11 WARRANTIES

11.1 Regulatory Compliance

You warrant and represent to us that:

(a) You comply (or can comply) with all Applicable Laws, and industry standards relating to online marketing, financial promotions, and data protection, including but not limited to:

(i) any financial promotions regulations applicable to the jurisdiction(s) where the Referrer operates;

(ii) all applicable privacy and data protection laws such as GDPR, or any other relevant framework governing client data protection and consent.

(b) If you are required to hold any license or registration for the marketing and referral of Participants in your business, you have the necessary authorizations before engaging in such activities. Eightcap Challenges reserves the right to request evidence of compliance with applicable regulations and may suspend or terminate your participation if it determines non-compliance, at its absolute discretion.

(c) You will not refer any Participants to us who is a resident of Restricted Region.

(d) You will promptly provide us with copies of any communications you receive from a regulator or government agency about us, any investigation, disciplinary procedure or any Participant and you will assist us in responding to any related information request by furnishing all relevant information we ask, using your best efforts to obtain such information from third parties if we deem it necessary.

11.2 General warranties

You further warrant and represent to us, and it is a condition of these Terms, that:

(a) you do not currently and will not infringe on the Intellectual Property Rights or contractual rights of any third party by participating in the Eightcap Challenges Partner Program;

(b) you have the experience, capacity and resources to carry out your obligations under these Terms, including proper financial management of your business.

(c) you are not aware of anything that would cause you to have a conflict of interest, either now or in the future, and you will not place yourself in a position where you have a conflict of interest;

(d) you are not a party to or the subject of any action or proceeding before any court, government agency or regulatory body;

(e) all previous information and statements you have given us in connection with the Eightcap Challenges Partner Program are true and correct to the best of your knowledge and belief;

(f) you have the experience, capacity and resources to carry out all your obligations under these Terms including:

(i) proper financial management of your business;

(ii) the promotion of us and our Products in a way that is true and correct and not misleading; and

(iii) ensuring that both you and your staff comply with Applicable Laws.

(g) you must notify us immediately if you become aware of any material change in your business, resources or anything else that might affect your ability to comply with these Terms.

11.3 No warranties by us

To the fullest extent permitted by law, Eightcap Challenges makes no warranties, either express of implied, about the Simulated Trading Experience, the Trading Technologies or any of its Banners, Texlinks and disclaims any warranties of merchantability and fitness for a particular purpose.

12 CONFLICTS OF INTEREST

(a) You may engage in other business activities while participating in the Eightcap Challenges Partner Program, but you must not, and must ensure each of your Related Parties do not, engage in any activities that conflict with our interests or your ability to comply with these Terms.

(b) Clause (b)12(a) applies if you act:

(i) for your own benefit or on your Related Party's behalf;

(ii) in partnership or by joint venture;

(iii) as or using a body corporate, trust, principal, agent, shareholder, beneficiary; or

(iv) as an independent contractor, consultant, agent or in any other capacity.

(c) If you become aware that you:

(i) have a direct or indirect interest; or

(ii) hold any office or possess any property,

that may directly or indirectly create a conflict with your duties and responsibilities under these Terms, you must inform us of the nature and extent of your interest, conflict or potential conflict as soon as possible after you become aware, or ought to have become aware, of it and obtain our written consent before engaging, or continuing to engage, in the relevant activity.

13 CONFIDENTIALITY AND PARTICIPANTS' PRIVACY

13.1 Confidentiality

(a) During your participation in the Eightcap Challenges Partner Program and for a period of three (3) years after your engagement or the termination of these Terms, you must not share or allow to be shared with any third parties any Confidential Information we have provided you (other than information that is already in the public domain) in connection with the Eightcap Challenges Partner Program.

(b) Each party must maintain the confidentiality of the other party's Confidential Information and must only use the Confidential Information they receive to perform their obligations under these Terms, except if the Confidential Information is already in the public domain, has been independently created, developed or acquired by the recipient without breach of this clause 13.1 or is already known by the recipient independently of the Eightcap Challenges Partner Program.

(c) A party may disclose the Confidential Information of the other party to its staff and legal advisors strictly and only on a "need-to-know" and confidential basis in connection with these Terms or as required by Applicable Laws.

(d) Each party must take all steps and do all things necessary to safeguard the confidentiality of the Confidential Information of the other party.

(e) Each party acknowledges that the other party's Confidential Information is valuable and that an award of damages or an account of profits may not adequately compensate the other party if this provision is breached. Each party acknowledges that, without in any way compromising its right to seek damages or any other form of relief in the event of a breach of this clause 13 a party may seek an injunction to prohibit or restrain the other party or its staff from any breach or threatened breach of this clause 13.

13.2 Participants' privacy

(a) You acknowledge that any information that we get from Participants (including Personal Information) is confidential between us and the Participant and that we are not required to disclose it to you except as set out in this clause 13 .

(b) Subject to Applicable Laws and the Eightcap Challenges General Terms and Conditions, we may provide you with the names and addresses of Participants that the Participant permits us to disclose

to you.

(c) If you collect a Participant's Personal Information, you must:

(i) ensure your staff are trained and understand and comply with your obligations under this clause 13;

(ii) comply with our reasonable directions about the collection and handling of the Participant's Personal Information;

(iii) let the Participant know that we collect their Personal Information in accordance with the Eightcap Challenges Privacy Policy;

(iv) use and disclose the Participant's Personal Information only for the purposes of referring them to us, and not for any other purpose without the Participant's consent;

(v) take all reasonable steps to protect the Participant's Personal Information from unauthorised access, modification or disclosure, including ensuring that only authorised personnel have access to the Participant's Personal Information and only to the extent necessary for you to perform your obligations under these Terms;

(vi) immediately let us know in writing if:

(A) you know or suspect any unauthorised access, modification or disclosure of Participant Personal Information; or

(B) you are notified or become aware that a disclosure of Participant Personal Information is required by Applicable Laws;

(d) provide reasonable assistance to us to enable us to comply with our obligations under Applicable Laws, including regarding any enquiry or complaint relating to Participant Personal Information; and

(e) destroy or permanently de-identify any Participant Personal Information that is no longer required for the purpose of performing your obligations under these Terms and provide us with evidence of this on request.

14 LIMITATION OF LIABILITY AND INDEMNITY

14.1 General limitation of liability

(a) To the extent permitted by law, our maximum liability for any Loss or Claim suffered or incurred by you in connection with these Terms and the Eightcap Challenges Partner Program, whether arising from or in connection with any breach of contract, tort (including negligence) or any other cause of action is limited in aggregate to the amount of Fees paid to you in the 6-month period immediately before the date of the event giving rise to the liability.

(b) All other representations, conditions, warranties and terms that would otherwise be expressed or implied in these Terms and/or by general law, statute or custom are expressly excluded to the extent that such representations, conditions, warranties and terms can be excluded at law.

14.2 Specific limitations

We, our Related Bodies Corporate, officers, directors, employees and suppliers, are not responsible or liable to you or any Participant for any Loss or Claim:

(a) arising as a result of any failure of any software, hardware, communication technology or other system including the Trading Technologies;

(b) relating to our provision of data you, including via the Trading Technologies, including delays, disruptions, inaccuracies or the loss of data;

(c) arising out of or in connection with your use of, or reliance on data we provide you or Participants;

(d) arising out of or in connection with your failure to discharge or perform your obligations under these Terms, including failure to act in a timely way;

(e) arising out of or in connection with any negligent or unlawful conduct by you or your employees, representatives, agents or contractors, including your failure to comply with Applicable Laws in connection with your participation in the Eightcap Challenges Partner Program;

(f) arising out of or in connection with acts or omissions of third parties (including those who

are negligent or unauthorised) in connection with the Eightcap Challenges Partner Program or the Trading Technologies;

(g) arising out of or in connection with any losses incurred by Participants in connection with the Simulated Trading Experience;

(h) arising from or in connection with our failure to comply with these Terms for a cause which we could not control or prevent; or

(i) arising from your failure to comply with tax laws regarding payment of Fees to you or your entitlement(s) to Fees.

14.3 No liability for consequential loss

(a) To the extent permitted by statute a party is not liable under these Terms for:

(i) indirect, consequential, incidental, special or exemplary damages, expenses, losses or liabilities; or

(ii) loss of profits, business interruption, loss of revenue, economic loss, loss of goodwill, loss of opportunity or expectation loss or loss of production,

that may be suffered or incurred by any person or the other party, arising out of or in connection with these Terms, the Eightcap Challenges Partner Program or the Trading Technologies.

(b) Clause14.3(a) does not apply to your liability to us to the extent such liability is caused or contributed to by:

(i) your infringement of any intellectual property rights;

(ii) your breach of confidentiality and privacy obligations in clause 13;

(iii) your willful default or a fraudulent, malicious or criminal act or omission by you;

(iv) which, as a matter of law, cannot be contracted out of.

This clause 14.3 does not prevent or prejudice our right to take action to recover a Loss that may fairly and reasonably be considered to arise naturally and/or in the usual course of events arising from a breach or other act or omission giving rise to the relevant liability.

14.4 Indemnity

(a) Subject to clause 14.4(b), you indemnify us, our Related Bodies Corporate, directors, officers, employees and suppliers (Indemnified Parties) against any Loss or Claim suffered or incurred by any of them arising out of or in connection with:

(i) your breach of these Terms;

(ii) any unlawful, fraudulent or negligent or deliberate act or omission carried out by you in connection with your relationship with us or any Participant; or

(iii) any infringement or alleged infringement on a third party's intellectual property rights by you and arising out of or in connection with your participation in the Eightcap Challenges Partner Program.

(b) Your liability under clause 14.4(a) is reduced proportionately to the extent such Loss or Claim is directly caused or contributed to by us.

(c) You will be notified in writing of anything that gives rise to the indemnity or our reimbursement under this clause 14.4. You acknowledge and agree that we may deduct any amounts owed under this clause 14.4 from Fees payable to you, and we may recover any amounts you owe us on demand and as a debt due.

15 TERMINATION

15.1 Termination by you

You can terminate these Terms and end your participation in the Eightcap Challenges Partner Program:

(a) immediately by giving written notice to us if:

(i) we breach these Terms and the breach cannot be remedied; or

(ii) we cease to carry on business, cannot pay our debts as they fall due, enter into any form of bankruptcy of make a scheme of arrangement to our creditors;

(b) in accordance with clauses 9.4(b) or 17(b); or

(c) at any other time by providing us with at least 30 days' written notice.

15.2 Termination by us

We may terminate these Terms and end your participation in the Eightcap Challenges Partner Program:

(a) immediately, by giving you written notice if:

(i) you are in breach of these Terms and the breach:

(A) cannot be remedied; or

(B) can be remedied but you fail or refuse to do so within 7 days of us telling you about the breach;

(ii) you cease to carry on business, cannot pay your debts as they fall due, enter into any form of bankruptcy or make a scheme of arrangement to your creditors;

(iii) you, or any of your officers, employees or agents, do anything which, in our reasonable opinion, is objectively considered to be:

(A) a material breach of these Terms;

(B) harmful to our reputation or interests, including bringing our name or brand into disrepute; or

(C) likely to lead any person to reduce their level of business with us;

(iv) you, or any of your officers, employees or agents are charged or investigated by a regulator or government agency, or if otherwise requested by any regulator or government agency;

(v) you assign these Terms in breach of clause 20;

(b) at any other time by giving you at least 30 days' written notice.

15.3 Effect of termination

(a) If these Terms are terminated by you or us under clauses 15.1, or 15.2(b) you will be entitled to receive Fees for Participants referred up to and including the date of termination. You will not be entitled to receive Fees for any Participants referred to us after the date of termination.

(b) We reserve the right to withhold Fees for up to 180 days after these Terms are terminated if there is a dispute under clause9.7. At the end of this period we can decide, in our sole discretion, to either pay you the Fees or continue with the dispute resolution process.

(c) After termination of these Terms for any reason, you must:

(i) immediately stop promoting us, the Trading Technologies and your participation in the Eightcap Challenges Partner Program;

(ii) withdraw from publication and/or delete any promotional materials, Banners and Text Links that we have given you or you have otherwise obtained; and

(iii) not do anything (including making statements in any form) that cause, or may cause, Loss to us or our Related Bodies Corporate or bring our name or the names of any of our Related Bodies Corporate into disrepute, including:

(A) soliciting or enticing any Participant away from us, or otherwise interfering with the relationship, contractual or otherwise, between us and any of our Participants, or procuring or assisting any other person to do so;

(B) engaging in any illegal, improper, misleading or deceptive conduct or making any representations that have, or could have, a detrimental effect on our reputation or those of our Products and services; or

(C) an act that dilutes or tarnishes the value of our trademarks or branding.

(d) You acknowledge and agree that:

(i) we reserve the right to maintain our relationships with Participants and are entitled to take any actions that we consider necessary to maintain those relationships; and

(ii) you are not entitled to any accrued unpaid Fees if we terminate these Terms, and your participation in the Eightcap Challenges Partner Program is ended, pursuant to clause 14.2(a).

(iii) Clauses 1 (Definitions and Interpretation), 9.6 (Taxes), 9.7 (Fee disputes), 10 (Intellectual property and marketing activities), 11 (Warranties), 12 (Conflicts of interest), 13 (Confidentiality and Participant's Privacy), 14 (Limitation of Liability and Indemnity), 15.3 (Effect of Termination), 16 (Disputes) and 18 (Notices) survive termination of these Terms.

16 DISPUTES

(a) If a dispute arises regarding these Terms or your participation in the Eightcap Challenges Partner Program:

(i) the party raising the dispute must notify the other party in writing; and

(ii) each party must use its best efforts acting in good faith to resolve the dispute.

(b) If the parties do not resolve the dispute within 30 days of notice under clause 16(a) then either party may give notice to escalate the matter to their respective senior management representatives.

(c) If the dispute is referred to senior management, they must use reasonable efforts to resolve the dispute. If senior management cannot resolve the dispute within a further 30 days, either party may refer the dispute to an independent mediator or arbitrator for resolution.

(d) A party must not start legal proceedings for a dispute arising out of these Terms unless it first complies with this clause 16 except if:

(i) the party seeks injunctive relief from an appropriate court and failure to obtain the relief would cause irreparable damage to that party; or

(ii) a limitation period for a cause of action relevant to the dispute will expire if this clause 15 is followed.

17 CHANGES TO THESE TERMS

(a) We may vary any part of these Terms at our sole discretion by giving you at least 7 days' written notice. Your continuing participation in the Eightcap Challenges Partner Program following expiry of the notice period will be deemed as your acceptance of the changes.

(b) If we change these Terms pursuant to clause 17(a), then you may terminate these Terms in the notice period set out in clause 17(a).

18 NOTICES

(a) All communications between you and us on the Eightcap Challenges Partner Program will be done by email or via the Partner Portal, unless we agree otherwise with you.

(b) Any notice or communication to or by a party sent by email is deemed as given by the sender and received by the addressee at the time it was sent, unless the sender receives a delivery failure notification showing that the email was not delivered.

(c) We may post notices or other communications in the Partners Portal which will be deemed as given by us and received by you when they are posted. It is solely your responsibility to regularly monitor the Partners Portal for notices and communications.

(d) If delivery or receipt of a notice occurs after 5.00pm (for the recipient) it is deemed as received at 9.00am the following Business Day.

(e) Our email address for notification purposes is: support@partner.eightcap.com

19 YOUR PRIVACY

(a) We collect, use and disclose Personal Information to provide the Trading Technologies, services and associated support that you or a Participant request. We use Personal Information to respond to enquiries and promote products and services we (and associated third parties) offer. We may provide Personal Information to our Related Bodies Corporate and to others to whom we outsource functions, who may be located in other countries. Where possible we will collect your information from you, but we may also collect it from public sources such as social media websites, or from third parties that provide us with marketing leads. If you do not provide your Personal Information to us, it may affect our ability to do business with you. You consent to us collecting, using and disclosing your Personal Information for those purposes. You can ask us not to use your Personal Information to promote our Products and services by following the procedure outlined in the Eightcap Challenges Privacy Policy.

(b) The Eightcap Challenges Privacy Policy contains information on how to:

(i) update your preferences about the promotional material we send to you;

(ii) request access to and seek correction of the personal information we hold about you;

(iii) make a privacy complaint; and

(iv) how we will deal with your complaint.

(c) You can contact us about your privacy by email at support@partner.eightcap.com.

20 ASSIGNMENT

(a) A party must not assign or transfer a benefit or obligation they have under these Terms without the other party's prior written consent, which must not be unreasonably withheld.

(b) Notwithstanding clause 20(a), we may assign or transfer our benefits or obligations under these Terms to our Related Bodies Corporate or any entity which succeeds our business, at any time and without your consent. You will be notified you in writing of any assignment within a reasonable period.

(c) Any material changes in your management, ownership or control, including any change in your directors or shareholders, trustees or beneficiaries (as relevant), constitutes an assignment under this clause 20 and requires our prior written consent.

21 GENERAL

21.1 Professional advice

You warrant that you have obtained, and have had reasonable opportunity to obtain, professional advice about these Terms and you voluntarily choose to participate in the Eightcap Challenges Partner Program.

21.2 Variation

An amendment or variation of these Terms is only valid if it is made in writing and signed by the Parties.

21.3 No Waiver

A failure or delay to exercise a power or right is not a waiver of that right, and the exercise of a power or right does not preclude the future exercise of that or any other power or right. A waiver of a power or right must be in writing and signed by the party giving the waiver.

21.4 Applicable law

These terms are governed by the laws of Seychelles. The parties submit to the exclusive jurisdiction of its courts and tribunals or any competent court exercising jurisdiction in Seychelles.

21.5 Further acts

The parties will do all things and execute all documents required to permit or facilitate the actions contemplated by these Terms.

21.6 Severability

If a clause or a part of a clause of these Terms is found to be invalid or unenforceable (in part or generally), it will be severed from these Terms and the remainder of these Terms continues in force.

21.7 Third party rights

No person other than the Parties has or is intended to have any right, power or remedy or derives or is intended to derive any benefit under this Agreement.

21.8 No merger

A party's rights and obligations do not merge on completion of any transaction under these Terms.

21.9 Further assurance

Each Party must do all things necessary (including executing documents) to give full effect to this Deed and the transactions contemplated by this Agreement.

Appendix A – Multi-Program Participation Addendum

1. Incorporation of Terms

(a) This Multi-Program Participation Addendum (**Addendum**) applies to any Partner who participates in more than one referral program offered by the Group of Companies, including but not limited to the Eightcap Challenges Partner Program and the Eightcap CFD Partner Program (collectively, **the Programs**), regardless of the order in which the Partner enrolled.

(b) This Addendum shall become effective and legally binding upon the Partner becoming successfully enrolled in their second Program.

(c) This Addendum specifically governs the consolidated relationship between the Partner, the Eightcap Challenges Program and the CFD Partner Program. Eightcap reserves the right to add additional Programs to this Addendum from time to time by mutual agreement with the Partner.

(d) By participating in the Programs, the Partner expressly agrees to be bound by:

(i) these Terms;

(ii) this Addendum; and

(iii) the specific terms and conditions governing each individual Program (including the Partners Programme Terms and Conditions (**CFD Partner Terms**) located at https://cfds-assets.8capassets.com/documents/Eightcap+CFD+-+Partner+Program+Terms+and+Conditions.pdf

(e) This Addendum is incorporated into and forms an integral part of the agreement between the Partner and Eightcap.

2. Interpretation and Definitions

(a) Capitalized terms used but not defined in this Addendum shall have the meanings assigned to them in the Eightcap Challenges Partner Program Terms.

(b) Any technical, financial, or operational terms specifically relating to a specific referring program shall be interpreted in accordance with that Program's respective terms. For example, for CFD related referral activities, terms such as "*Client*", "*Qualified Client*" and "*Net Revenue*" shall be interpreted in accordance with the CFD Partner Terms.

(c) In the event of an overlap, definitions in this Addendum shall take precedence for the purpose of governing the consolidated administration of the Programs.

3. Multi-Platform Matters

(a) To ensure accurate internal tracking and consolidated reporting, Partners must use the same email address for all Programs. Eightcap will use this identifier to aggregate earnings and offset balances across its Group of Companies. Failure to use matching emails may result in delayed reporting or a failure to aggregate balances for Fee payment purposes, and Eightcap will not be held responsible for any such failure.

(b) Partners must adhere to all local financial promotions' regulations relevant to each specific Program. Partners shall not provide investment advice or manage client accounts.

4. Fee Entitlements

(a) Notwithstanding any provision in these Terms and those of any other Program, the Partner's Fee entitlements are determined by their point of entry into the Programs. Unless otherwise agreed in a separate written addendum, the following fee structure shall apply to the Partner:

Item	Point of Entry	CFD Fee entitlement	Eightcap Challenges Fee Entitlement
1	**Existing CFD Partner** joins as **Eightcap Challenges Partner** later	Retains previously negotiated CFD Fee entitlement	20% of Participant Sales pursuant to clause 9.1 of the Terms.
2	**Existing Eightcap Challenges Partner** joins as **CFD Partner**	The specific Fee Plan selected by the Partner	20% of Participant Sales pursuant to clause 9.1 of

	later	under the CFD Partner Program.	the Terms.
3	**New Partner** joining both programs simultaneously	1. The specific Fee Plan selected by the Partner under the CFD Partner Program.	20% of Participant Sales pursuant to clause 9.1 of the Terms.

(b) For the purposes of this Addendum, any revenue share entitlement relating to the CFD Partner Program is calculated based on the Net Revenue (as defined in the CFD Partner Terms).

(c) Referrals will be tracked separately under the structure relevant to the specific Program.

2. Offset and Netting across Programs

(a) Eightcap reserves the right of set-off across all Programs. Eightcap may, at its sole discretion, offset any commission, fee or credit due to a Partner against any debt, liability owed by the Partner to any member of the Group of Companies, whether arising under these Terms or the CFD Partner Terms.

(b) Partner agrees that Eightcap is expressly authorised to deduct such amounts from the available balance of any Partner Account, before issuing any fee payment to the Partner.

3. Payments

(a) Eightcap's obligation to disburse any Fees to a Partner (whether by way of withdrawal request or a scheduled revenue share payment) is strictly contingent on the Partner's Account reaching a minimum balance of $100USD (**Minimum Balance**).

(b) The Minimum Balance shall apply to each individual Partner Account.

(c) If the applicable balance in a Partner Account is below the Minimum Balance, no payment obligation arises, no withdrawal request may be submitted, and the balance shall be rolled over to the subsequent month.

(d) Fee calculations are performed monthly. In the absence of manifest error, Eightcap's internal records and calculations shall be deemed final and binding.

(e) Eightcap may at its sole discretion issue Fee payments separately for each Program or as a single consolidated payment. The Partner acknowledges that this payment method may change from time to time based on Eightcap's internal requirements and system functionalities.

(f) A payment made by any member of the Group of Companies to the Partner shall constitute a full discharge of the Group of Companie's collective liability for that Fee amount.

4. Suspension and Cross-Program Termination

(a) If Eightcap suspects a breach of these Terms, the CFD Partner Terms, or any other Program terms, Eightcap may, in its sole discretion, suspend the Partner's participation across any or all Programs and freeze all pending Fee payments while an investigation is conducted.

(b) Following an investigation, if Eightcap determines a breach has occurred, it may:

(i) immediately terminate the Partner's participation in any or all Programs;

(ii) permanently disable all tracking links and access to any or all Portals; and

(iii) forfeit and/or set-off any accrued but unpaid Fees across any or all Programs to recover costs or losses resulting from the breach.

(c) A material breach of any individual Program terms shall be deemed a material breach of this Addendum and all other Programs in which the Partner participates.

(d) Eightcap will notify the Partner of any suspension or termination. However, Eightcap is not required to provide detailed evidence of its internal investigation if doing so would compromise its security or fraud-detection protocols.

5. Conflict of Terms

As set out in the Terms, in the event of a conflict regarding the fees, set off rights, payment matters or termination rights, the terms of this Addendum shall prevail.

6. Amendments to this Addendum

(a) Eightcap reserves the right to amend, vary or replace any part of this Addendum (including the fee entitlement table and list of active Programs) at its sole discretion from time to time.

(b) Eightcap will provide notice of any material changes to the Partner by:

(i) sending an email to the Partner's registered email address

(ii) posting a notification within the Partner Portal; or

(iii) updating the version of the Addendum hosted on the relevant website.

(c) Unless otherwise stated, amendments become effective immediately upon the date of notification.

(d) The Partner's continued participation in more than one Program or the submission of any new referrals following an amendment shall constitute the Partner's express acceptance of the revised Addendum.


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