

PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCESSING OR USING THIS SITE OR OUR SERVICES OR OTHERWISE AGREEING TO THIS AGREEMENT, YOU UNDERSTAND AND AGREE TO BE BOUND BY THIS AGREEMENT AND RECOGNIZE THAT YOU MAY BE WAIVING CERTAIN RIGHTS.

1. GENERAL PROVISIONS

1.1. These FundedNext Affiliate Program Terms and Conditions (“T&C”) govern rights and obligations between the participant of the Affiliate Partner Program (“you”, “your” or “Affiliate”) and FundedNext (“we”, “our”, or the “Provider”), is a trademark Product of GrowthNext- F.Z.C, registered under the laws of United Arab Emirates (“UAE”), having its registered address at Executive Office – 7, Al Robotics Hub, Ajman Free Zone C1 Building, Ajman Free Zone, UAE (“GrowthNext” or “Company”);

1.2. FundedNext is the provider of the Partner Services (“Affiliate Program”);

1.3. This T&C forms an integral part of the Agreement between the Affiliate and the Provider and is binding by the Conclusion of the Agreement;

1.4. The primary objective of the Affiliate Program is to bring new and organic customers to the Provider who will purchase the Product directly from the Provider for a reward pursuant to the Agreement (“Purpose”).

2. DEFINITION AND INTERPRETATION OF TERMS

Affiliate	An affiliate refers to either a natural person or a legal entity that has entered into a fully executed contract with the Provider (as set out in clause 1.1).
Affiliate Program	Means cooperation between the Affiliate Partner and the Provider pursuant to the Agreement (as set out in clause 1).
Product	FundedNext's product is the FundedNext Challenge FundedNext offers to their global customers. To participate in a FundedNext Challenge, customers pay a Challenge Fee depending/varied on the model and account sizes they offer. The types of products available here.

T&C	Means the FundedNext Affiliate Program Terms and Conditions (as set out in clause 1.1).
Agreement	Means an agreement on commercial cooperation concluded between the Affiliate and the Provider, which includes these T&Cs;
Company	Refers to “GrowthNext- F.Z.C” in this Agreement.
Customer	Means an individual who purchases a FundedNext Account from the referral link provided by the Affiliate.
Cookie	Means a distinctive identifier associated with the Visitor, which is transferred to and stored on the Visitor's browser. This identifier facilitates the establishment of a connection between the Visitor and the Affiliate.
Customer Account	Means a customer account of the Affiliate registered at the FundedNext website;
Day of the Calculation	The 15th day of each calendar month subsequent to the month for which the total Rewards are calculated shall serve as the designated date for such calculations.
First Fee	Means a price that the Visitor linked to the Affiliate has paid for his or her first contract for Product;
Group	Means any entity or individual that, either directly or indirectly, exercises control over, is under the control of, or is subject to shared control with the relevant party. Here, 'control' is defined as possessing in excess of 50% of the voting rights within the said entity.

<p>Intellectual Property Rights</p>	<p>Means all forms of copyright, whether registered or unregistered, including, but not limited to, the exclusive rights to reproduce, distribute copies, publicly display, perform the copyrighted work, and create derivative works based thereon. This definition extends to trademark rights, patent rights, trade secrets, moral rights, author's rights, goodwill, and any other intellectual property rights, along with all renewals, continuations (whether in whole or in part), extensions, and analogous rights, irrespective of the geographical location, be it state, country, or jurisdiction.</p>
<p>Onboarding</p>	<p>Means the process for new users, which facilitates their setup and commencement of usage of our Product, is comprised of a three-stage procedure. This procedure includes 1) Registration, 2) Interview, and 3) Formalization of the Contract, as detailed in Clause 3.1.</p>
<p>Platform</p>	<p>Refers to the search engine platform with which the Affiliate maintains a legal or contractual relationship, and upon which the Affiliate is authorized to display the Affiliate Link and/or Banner.</p>
<p>Provider</p>	<p>Is FundedNext, set out in Clause 1.1</p>
<p>Reward</p>	<p>Is the reward to which the Affiliate is eligible upon fulfilling the conditions in Clause 5 of these T&Cs.</p>
<p>Referral Account</p>	<p>Means the account that is registered after using the Affiliate Link and/or Banner of the Affiliate.</p>
<p>Restricted Jurisdiction</p>	<p>Means countries or states that are subject to comprehensive trade sanctions or embargoes.</p>
<p>Star Affiliate</p>	<p>Means an affiliate positioned at the initial tier of the FundedNext Affiliate Program, designated as a 'Star Affiliate,' shall be entitled to a commission</p>

	at the rate of eight percent (8%) on sales transacted through their designated affiliate links.
Galactic Affiliate	Means an affiliate, upon surpassing a minimum commission threshold of \$1,000 derived exclusively from initial purchases within any given calendar month, shall be elevated from the Star tier to the Galactic tier. Affiliates who attain the Galactic tier are entitled to a commission rate of 12%.
Cosmic Affiliate	Means an affiliate who achieves a minimum commission threshold of \$2,500 from initial purchases within a single calendar month shall be elevated from the Galactic tier to Cosmic Affiliate status. Upon such elevation, Cosmic Affiliates shall be entitled to receive a commission rate of fifteen percent (15%) on qualifying sales.
Infinity Affiliate	Means within the FundedNext Affiliate Program, the designation 'Cosmic Affiliate' is assigned to affiliates who accrue a minimum commission of \$6,000 from initial purchases in any given calendar month. Affiliates achieving this status, referred to as 'Infinity Affiliates,' shall be entitled to a commission rate of 18% on sales.
Affiliate Link	Refers to a distinct, operational URL Link assigned exclusively to the Affiliate by the Provider within the Affiliate Program section. This link directs to FundedNext's website and serves to associate any new customer with the Affiliate.
Banner	Refers to a designated advertising area on the Platform, to which the Provider assigns a unique HTML code to the Affiliate within the Affiliate Programme. This code embeds a promotional message about the Analytical Services and includes a functional hyperlink that directs new customers to the FundedNext website, thereby associating them with the Affiliate.

Visitor	Is defined as an individual who is neither the Provider nor the Affiliate and who accesses the FundedNext website by utilizing the Affiliate Link provided by the Affiliate.
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3. ONBOARDING AND SIGNUP PROCESS

3.1. To initiate the process of becoming an Affiliate with FundedNext, interested parties are required to first register with FundedNext. Subsequent to registration, applicants must navigate to the "Partner" section and select "Affiliate Partner" on FundedNext's official website, www.fundednext.com to formally apply for affiliate status. The application will undergo a thorough review process, during which the applicant's profile will be scrutinized to ensure compliance with the requisite criteria established by the Provider. Should the applicant meet the specified requirements, the Provider may, at its sole discretion, grant Affiliate status to the applicant.

3.1.1. Your Registration process and eligibility will be checked by the Partner Management team of FundedNext. You must register for the Affiliate Program at <https://fundednext.com/partners>

3.1.2. Upon registering, the applicant must apply to become an "Affiliate" from the FundedNext dashboard or the applicant can navigate through the "Partner" section and select "Affiliate Partner" on FundedNext's official website, www.fundednext.com to formally apply for the "Affiliate" status. Please note that you can not become an "Affiliate" if you have not registered for FundedNext Dashboard first. Also, note that you do not need any payment to register;

3.1.3. Applicants shall provide authentic and valid identification documents as part of the application process such as a National ID, Passport, or any other legitimate ID;

3.1.4. Applicants shall have a strong and active presence on social media platforms, like and not limited to Facebook, X, YouTube, Telegram, and TikTok indicative of their influence and reach. This will be checked by the Partner Management team of FundedNext;

3.1.5. If the application process requires the submission of videos or other content, such materials must be genuine and accurately represent the applicant's promotional capabilities;

3.1.6. Failure to meet these criteria may result in the application being declined. FundedNext reserves the right to reject any application that does not satisfy their requirements for authenticity, influence, and the potential to positively represent and promote FundedNext;

3.1.7. Should your candidacy be deemed eligible and your registration subsequently ratified, you shall receive a confirmatory electronic mail (email) replete with a hyperlink directing you to the Affiliate Program segment within your Customer Account. Prior to being granted access to the aforementioned Affiliate Program segment, you are obliged to meticulously peruse and manifest your assent to these T&Cs and to formalize an Agreement with FundedNext. Absent such compliance, access to the Affiliate Program section shall remain restricted.

3.2. For the purpose of eliminating any ambiguity, it is hereby clarified that the Agreement is consummated electronically as the terminal phase of the Onboarding process on the Website. The T&C is deemed accepted by you through an act of clicking on the designated "I agree with the FundedNext Affiliate Program Terms & Conditions" button within the website's user interface, thereby concluding the Sign-Up Process. Throughout the registration phase, you are under a strict obligation to provide veracious and comprehensive information pertaining to yourself. By submitting information about yourself, you hereby affirm that all such provided information is, to the best of your knowledge and belief, both accurate and truthful at the time of submission.

3.3. If your application is declined, you may re-apply to be an Affiliate after 3 (three) months of the declination and your eligibility will be rechecked by the Partner Management team of FundedNext.

4. THE AFFILIATE PROGRAMME – CUSTOMER ACQUISITION

4.1. Upon completion of the registration process, you will be granted access to the Affiliate Program section. This dedicated area will furnish you with a comprehensive suite of tools and information pertinent to the Affiliate Program (the Affiliate Links and/or the Banner);

4.2. The Affiliate shall engage in the promotion of the Products of FundedNext exclusively through the utilization of the Affiliate Link and/or Banner furnished in the Affiliate Program section. The employment of alternative tools or codes is expressly prohibited and constitutes a material breach of the Agreement. Should the Affiliate opt to promote the Affiliate Program through a Platform utilizing the aforementioned Affiliate Link and/or Banner, FundedNext retains the prerogative to conduct an assessment of the Platform both prior to the finalization of the Sign-Up process and at any subsequent time. Furthermore, FundedNext reserves the unilateral right to disallow the presentation of the Affiliate Link and/or Banner on such Platform at its discretion;

4.3. The establishment of a connection between the Visitor and the Affiliate relies on the mechanism of cookie tracking. It is requisite that the Visitor consents to the download of the Cookie onto their browser at the moment of redirection via the Affiliate Link, for the purpose of associating the Visitor with the Affiliate's Customer account. Such association during the Visitor's account creation on the official FundedNext website is contingent upon the Visitor's consent to cookie utilization, in accordance with the prevailing applicable laws or legal standards. The Provider is unable to influence the Visitor's decision to accept or reject cookies and, consequently, disclaims any responsibility for failures to establish the Affiliate-Visitor connection. The Cookie remains operational for a duration of Ninety (90) calendar days and is limited to the browser utilized by the Visitor to access the FundedNext website through the provided Affiliate Link and/or Banner.

4.4. If the Visitor clears the browser cache and history, the Cookies and account information will be reset. On the next visit, the Visitor must allow the Cookies tracking again.

5. AFFILIATE REWARD

5.1. The right to the Reward arises upon the fulfillment of all of the following conditions:

5.1.1. The Visitor has clicked on the Affiliate Link and/or Banner which redirected the Visitor to FundedNext's website; and

5.1.2. The Visitor has allowed the use of marketing cookies; and

5.1.3. In accordance with the conditions set forth herein, the Visitor, has, through the utilization of active browser cookies, established a user account on the FundedNext website. This account creation occurred within a period not exceeding Ninety (90) calendar days subsequent to the Visitor's initial visit to the FundedNext website, said visit being facilitated via the specified Affiliate Link and/or Banner; and

5.1.4. The Visitor has successfully registered and transitioned to a referral after his first payment and became a Customer.

5.1.5. The Agreement for the Product with the Visitor is not terminated within 8 (Eight) Calendar days of its completion.

5.2. Upon completion of all procedures outlined in Clause 5.1, the commission associated with the purchase shall be held in pending status for a duration of 8 (Eight) days. Following this period, the commission shall be deemed approved provided that no refund request has been initiated by the customer and all conditions specified within Clause 5.1 have been adhered to;

5.3. No reward shall be provided for Customers if such Visitors cannot be attributed to you due to any of the following reasons: (i) refusal to enable Cookies, (ii) the use of a distinct web browser for account creation from the one used to access the FundedNext website via the provided Affiliate Link and/or Banner, (iii) the establishment of an account exceeding 90 calendar days subsequent to the Cookie's acquisition, or (iv) the deletion or any form of deactivation of the Cookie, or (v) if the Customer applies for refund, Affiliate will not receive commission;

5.4. For the avoidance of any doubt, you are not entitled to any reward for the sole promotion of the Provider or the Product, such as sharing the Affiliate Link and/or Banner etc.;

5.5. Affiliate Commission can be withdrawn by requesting it through the affiliate platform. The 'Request payment' button will only be available if the affiliate meets the eligibility criteria for commission withdrawal as outlined in these Terms and Conditions;

5.6. Eligibility Criteria for Commission Withdrawal.

Tier Name	Commission Percentage	Promotion Criteria for the Higher Tier	Eligible for Commission Withdrawal (in days)	Minimum Withdrawable Amount
Star	8%	NA	15 days	\$100
Galactic	12%	\$1,000 commission gained in one calendar month in the "Star" Campaign	7 days	\$100
Cosmic	15%	\$2,500 commission gained in one calendar month in the "Galactic" Campaign	Anytime	\$100
Infinity	18%	\$6,000 commission gained in one calendar month in the "Cosmic" Campaign	Anytime	\$100

5.7. If an Affiliate participating in the Galactic/Cosmic/Infinity campaign fails to meet the specified eligibility criteria for three consecutive months, they will be moved to a lower tier.

5.8. Affiliate Progression Scenario/Example:

5.8.1. First Month: An affiliate begins at the “Star” level, receiving an 8% commission rate. They earn a commission of \$1,100 in their initial month, leading to advancement to the “Galactic” level in the following month.

5.8.2. Second Month: In the “Galactic” tier, the affiliate secures a commission of \$2,650 for the month, qualifying them for elevation to the “Cosmic” status.

5.8.3. Third Month: At the “Cosmic” level, the affiliate's commission reaches \$6,000 for the month, an exceptional performance that propels them to the “Infinity” tier.

5.8.4. Example of Risk of Downgrade:

- **Months Four to Six:** While at the "Infinity" level, should the affiliate struggle to achieve the \$6,000 commission benchmark over three consecutive months, demotion is unavoidable. For example:
 - **Fourth Month:** \$5,150 in commissions
 - **Fifth Month:** \$5,410 in commissions
 - **Sixth Month:** \$4,048 in commissions
- Due to not meeting the "Infinity" level's commission requirements for three successive months, the affiliate would be relegated to the "Cosmic" level at the beginning of the subsequent month.

Reward Calculation

5.9. When the contract is signed, you will be automatically placed at the Star level for an unspecified period. Your Reward Level will be reviewed monthly. Should you meet the requirements for a higher Reward Level within any given month, you will be promoted to that level;

5.10. The total amount of Rewards based on the Eligibility Criteria is calculated on a specific day each month for the previous month's activities;

5.11. If you fail to achieve the required criteria for your current Reward Level or any higher level for three consecutive months, you will be demoted to the immediate lower Reward Level for which you have met the criteria following the end of these three months. Examples of how Reward Levels are calculated are provided in section 5.7 of this T&C;

5.12. Payment of the Reward will be made through the 'Request payment' button available in the FundedNext Affiliate Platform which the affiliate can access from the “Affiliate login” section of the FundedNext website. To receive your Rewards, you must provide all required information and your selected payout method which is offered by us for payment generation via the form located in the Affiliate Program section, and then initiate a payout request. You hereby, grant us permission to generate the requested payment on your behalf each time you submit a request for a payout in the Affiliate Program area.

5.12.1. The Reward is considered paid once it is transferred from the Provider's offered payout method to the selected payout method by you. The Affiliate is responsible for any costs or fees incurred during the transfer process. The available payout methods for Affiliate Commission Withdrawal are limited to via crypto wallet (USDT TRC20/ERC20);

5.12.2. You may request for the payment offered within the Affiliate Program for giving payouts. Should the Affiliate request for payment different from the ones specified/offered payout methods, the Provider has the right to refuse to give the payment;

5.12.3. You must ensure that the details you provide for the payment are accurate and comply with all applicable legal requirements. If there are any changes to this information or the legal requirements, you are required to inform us immediately;

5.12.4. If a payment request fails to meet the requirements specified by applicable laws, you must inform us within 10 (ten) days of receiving the payment. Your notification should specify what the payment lacks and ask for a revised one. Beyond this timeframe, we have no obligation to amend the payment request. Upon receiving your timely notice, we will issue a revised payment within 10 (ten) days. The request deadline for the payment will then be paused and reset to start from the date the new payment is requested. It is your duty to verify the accuracy of the information on the invoice as soon as you receive it;

5.13. You are obligated to initiate the withdrawal of Rewards no later than 12 months following the date on which the Reward was credited to your affiliate account. Failure to do so will incur a monthly account management fee of USD 10, which will be deducted from the Rewards until fully depleted.

5.14. All payments made to you under the terms of the Agreement are disbursed as gross sums, indicating that no taxes have been withheld, deducted, or remitted on your behalf. You bear the sole responsibility for determining and remitting all taxes applicable to these payments;

5.15. While withdrawing the affiliate commission, the Affiliate bears all costs and/or transaction fees associated with the transfer.

6. OBLIGATIONS OF THE AFFILIATE

6.1. You declare that you have carefully read the Agreement and that you are eligible to conclude and fulfill the obligations of the Agreement. You further undertake to declare that:

6.1.1. You are neither an employee nor a Contractor of ours or any entities within our group. For the context of this provision, a Contractor is defined as an individual rendering services distinct from those outlined in these T&Cs, specifically services related to customer support or information technology (either hardware or software) on behalf of us or any entities within our group;

6.1.2. When using a Platform, it's essential that you have a legitimate relationship with or entitlement to use the Platform. You are permitted to showcase the Affiliate Link and/or Banner on the Platform, provided that the Platform's creation wasn't merely for the purpose of displaying advertisements;

6.1.3. When utilizing the Platform, it is imperative that it is not employed for the distribution of content that (i) contravenes legal norms or moral principles, (ii) exhibits xenophobia, racism, pornographic elements, cruelty, abuse, or is otherwise objectionable, or (iii) endorses services or entities that compete directly or indirectly with the Provider;

6.1.4. If you are utilizing a Platform, it is essential that this Platform maintains a uniform presentation that does not raise any concerns regarding the credibility of its content;

6.1.5. When utilizing the Platform, ensure that the placement of the Affiliate Link and/or Banner does not result in any reduction of our reputation or cause any other form of damage to us or our reputation;

6.1.6. You are required to reveal all platforms where the Affiliate Link and/or Banner is posted if requested by the Provider. We reserve the right to prohibit the use of any platform for the Affiliate Link's and/or Banner's placement at our sole discretion. Should we determine that the platform's usage, or the Affiliate's use of the Affiliate Link and/or Banner, violates the agreement, we have the authority to terminate the Agreement immediately, without a notice period;

6.1.7. You are prohibited from sending emails, representing yourself as acting on our behalf, or giving the impression of such representation, including any form of impersonation of the Provider or any actions that might lead others to believe you are the Provider;

6.1.8. You shall not violate our FundedNext General Terms and Conditions available at the FundedNext website if they apply;

6.1.9. You agree not to violate our Intellectual property rights or reputation or get into a conflict of interest with us;

6.2.0. You agree not to engage in or endorse actions that contravene sound risk management practices, including the sale or offering of services that could potentially harm the Provider (e.g., managing accounts on a Product for the Provider's customers);

6.2.1. You will not transfer or assign your rights or obligations arising from the Agreement without our prior written consent;

6.2.2. You shall not associate with customers from the restricted jurisdictions, as we do not provide our services to the restricted jurisdiction;

6.2.3. You are expressly prohibited from engaging in any form of embezzlement, theft, or misappropriation of funds belonging to the Company.

6.2. You are not authorized to use any of our intellectual property unless otherwise specifically provided under the Agreement;

6.3. You are obliged to notify us of any potential conflict of interest between us;

6.4. The use of Pay-Per-Click (PPC) advertising or keyword bidding on 'FundedNext' or any variations of the brand name such as 'FundedNext Coupon', 'FundedNext Discount', specifically using the affiliate link and/or banner on Google and any other search engines or social media, is strictly prohibited;

6.5. The utilization of automatic redirection to alternative web pages, the automated initiation of new browser tabs (including but not limited to auto-hit systems, pop-ups, and pop-unders), or embedding the Provider's web pages within an iframe upon the insertion of the Affiliate Link and/or Banner is strictly prohibited. Moreover, the employment of any abusive technologies aimed at evading the restrictions set forth in these Terms and Conditions is also forbidden. This includes, without limitation, the so-called cookie background-fetch technique for cookie usage without navigating to the Website directly via the Affiliate Link and/or Banner;

6.6. If the Affiliate breaches any terms specified in Clause 7, they must compensate the Provider, any affiliated companies within the same group as the Provider, their clients, employees, board members, shareholders, business partners, licensors, or any collaborators (collectively known as the 'Indemnified Persons'), for any third-party claims directed at the Indemnified Persons. This obligation includes safeguarding them from any legal actions or claims wherein a third party alleges that their rights have been infringed upon or that laws have been violated due to the Affiliate's actions. The Affiliate is required to cover all associated damages, including but not limited to lost profits, legal expenses, attorney fees, and any other financial or non-financial demands resulting from such third-party claims or legal actions;

6.7. You are prohibited from trading from another account, which is referred by you;

6.8. You are strictly prohibited from establishing any groups or communities on social media platforms that could be mistaken for or imitate any official community associated with FundedNext;

6.9. You shall never do something which may be considered defamation against the Provider and which may cause monetary reputational harm to the Provider.

7. GRANT OF LICENSE

7.1. We hereby grant you a non-exclusive, non-transferable, and revocable right to (i) access our website using HTML links strictly following the terms set forth in this Agreement, and (ii) use our logos, trade names, trademarks, and similar identifying materials (collectively referred to as "Licensed Materials") that we have provided or authorized for use specifically within the scope of participating in the Affiliate Program. This permission is granted only while you remain a compliant and active member of FundedNext's Affiliate Program. You agree to use the Licensed Materials exclusively on behalf of the Provider and acknowledge that any goodwill generated through such use will benefit the Provider exclusively. Unauthorized use of the Licensed Materials, either by violating this Agreement or by acting against the Provider's interests, is strictly prohibited;

7.2. Affiliate hereby grants permission to us to repurpose any content made by Affiliate that is related to FundedNext.

7.3. Both parties agree not to use the proprietary materials of the other in a way that is derogatory, deceptive, obscene, or in any manner that casts the party in an unfavorable light. Each party maintains all rights to their respective proprietary materials as covered by this license. Apart from the rights explicitly granted in this Agreement, each party keeps all rights, ownership, and interest in their materials, and no rights, ownership, or interests are exchanged between the parties.

8. TERM AND TERMINATION

8.1. The agreement is entered into for an unspecified duration;

8.2. The Provider is entitled to terminate the Agreement immediately by providing written notice and the Affiliate is entitled to withdraw from the Agreement that takes effect 30 days after the start of the month following the month in which the notice was received by the other party. In the event of such termination, the Affiliate is eligible to receive any Rewards that have accumulated up until the termination date of the Agreement;

8.3. If the Affiliate fails to fulfill their obligations as outlined in Clauses 4, 7, 8, and 12 of the Agreement, or if they break any Agreement terms twice or more, it's considered a significant violation. This gives the Provider the right to end the Agreement immediately without warning. Moreover, the Provider can block the Affiliate's access to the program. This action is especially justified if the violation involves selling competing products or services, offering account management for the Provider's other customers, harming the Provider's business or reputation, or failing to meet specific requirements listed in Clauses 7 (sub-clauses 7.1.3, 7.1.5, 7.1.8, 7.1.10, 7.1.11, 7.1.12, 7.2, 7.4, 7.7, 7.8 and 7.9), 8, or 12. In such cases, the Provider can terminate the Agreement without needing to pay any pending rewards to the Affiliate;

8.4. Upon the termination of the Agreement, you must immediately remove any URLs or links from the platforms. Additionally, to prevent any future use, you are required to delete all materials provided by the Provider;

8.5. Upon the termination of the Agreement, you will no longer possess any rights or entitlements under the Affiliate Program.

9. COMMUNICATION

9.1. All communication related to the Agreement from us or our partners will be conducted via the email address you provide upon registration. Any emails we send or receive will be officially recognized as written communication;

9.2. Our e-mail address for Affiliates is partner@fundednext.com. Our contact address is- 8/F., China Hong Kong Tower, 8-12 Hennessy Road, Wan Chai, Hong Kong.

10. LIMITED WARRANTY AND LIMITATION OF LIABILITY

10.1. The affiliate acknowledges that the services and content related to this agreement are offered in their current condition, with all their flaws and limitations, and that using them is entirely the affiliate's responsibility and risk. To the fullest extent allowed by applicable law, the provider does not make any guarantees, whether they're required by law, agreed upon in the agreement, or implied, regarding the quality, saleability, or suitability for a specific use, or that they do not violate any rights.

10.2. Under the law's strict requirements, the provider cannot be held liable for any damages, including but not limited to indirect, incidental, special, punitive, or consequential damages such as lost profits, data loss, non-financial harm, or property damage resulting from the use of the affiliate program, the provider's services, or any content. This also extends to reliance on any tools, information, or other materials available under this agreement or on the website. the provider is not responsible for any third-party products, services, applications, or content used in relation to this agreement. However, if a court or other legal authority does find the provider liable in connection with this agreement, the liability will be capped at a maximum of USD 10,000.

10.3. The Provider has the authority to alter, update, substitute, incorporate, or eliminate any components and functionalities of the Affiliate Program, including Affiliate Links and/or Banners, at their discretion. These changes can be made at any time, without the need for prior notification or any form of compensation.

10.4. The Provider shall not be held accountable for any breach of its contractual obligations if such failure arises from significant technical or operational issues that are beyond the Provider's control. This exemption applies in scenarios including, but not limited to, crises or impending crises, natural disasters, warfare, uprisings, pandemics, threats to the well-being of a substantial population, or any events of force majeure. Additionally, this exemption extends to situations where the Provider is hindered from performing its Contractual duties due to legal mandates or directives issued by governmental authorities.

11. CONFIDENTIALITY

11.1. The Affiliate must keep all details about the Agreement, including how the Services are delivered, communications with the Provider, trade secrets such as know-how, information classified as personal data, and any other information provided by the Provider that is marked as confidential or should be understood as confidential based on its content and the context of disclosure, strictly confidential ("Confidential Information").

11.2. The responsibility to safeguard Confidential Information, as outlined in Clause 12, does not extend to situations where: (1) the information is already public or widely known when it is used or disclosed, provided that its public status or general knowledge did not result from violating a law or Agreement; or (2) the need to reveal the Confidential Information arises due to legal requirements, regulations, or as a result of a definitive ruling from a court, arbitration panel, or administrative authority.

11.3. The Affiliate is required to fulfill the duties outlined in Clause 12 indefinitely, even after the Agreement has ended.

12. CHANGES TO THE T&C

12.1. The Provider has the authority to modify the content of these Affiliate T&C. Any updates to the Terms and Conditions will be made available in the Affiliate Program section, and information regarding these updates will be sent to your email address. You are entitled to reject any changes to the T&C, and as a result, you have the option to end the agreement by providing 14 calendar days' notice from the moment you are informed about the changes. If there are any discrepancies in the T&C, the version published in the Affiliate Program section will be considered the accurate and enforceable one.

13. LAW AND JURISDICTION

13.1. All legal matters arising from or related to the Agreement, including those not directly covered by the Agreement itself, will be regulated by the laws of the United Arab Emirates (UAE). If any disagreements occur in relation to the Agreement or any associated agreements, the dispute will be handled by the appropriate court in the UAE, located where the Provider's main office is registered;

13.2. We aim to address any grievances you might have promptly, ensuring a resolution is reached within a maximum of 30 days. Upon receiving and resolving your complaint, we will provide you with written confirmation. If we fail to resolve the issue within the specified timeframe, you are entitled to terminate the agreement. To submit a complaint, please contact us via email at partner@fundednext.com.

14. FINAL PROVISIONS

14.1. If any part of the T&C is deemed invalid or not enforceable, a new section that closely matches the intent of the original will take its place. The fact that one part is invalid won't impact the rest of the T&C. Practices or customs between the parties, or within the industry, that aren't specifically mentioned in the T&C won't apply, nor will any rights or obligations come from them. Furthermore, these practices or customs should not influence the understanding of the parties' intentions;

14.2. The Provider has the right to transfer any claims it has under the Agreement or any related agreements to someone else without needing the Affiliate's permission. The Affiliate agrees that the Provider can pass on its rights and duties from the Agreement or any agreements, or parts of them, to another party. However, the Affiliate is not allowed to transfer its own rights and responsibilities from the Agreement or any agreements, or any money owed to them from these agreements, either partially or fully, to someone else;

14.3. In case the Affiliate is a natural person, the Provider will process their personal data in accordance with the rules described in the Privacy Policy accessible.

14.4. The Agreement, along with the T&C, represents the complete and only agreement between the Affiliate and the Provider. It replaces all prior agreements, understandings, and arrangements between the Affiliate and the Provider concerning the Purpose;

14.5. The Parties agree to execute the Contract by electronic means;

14.6. These T&Cs enter into force on the date the Affiliate signs this T&C.