



CORE LIQUIDITY MARKETS

# Affiliate Program Terms and Conditions

[www.clmforex.com](http://www.clmforex.com)

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Trading Forex and Derivatives carries a high level of risk, including the risk of losing substantially more than your initial investment.

## AFFILIATE PROGRAM TERMS AND CONDITIONS

### CORE LIQUIDITY MARKETS PTY LTD

ACN 164 994 049

The purpose of the Core Liquidity Markets (CLM) Affiliate Program is to reward Affiliates for any new customers that they refer to CLM by properly advertising financial products through legitimate methods.

This agreement contains the complete terms and conditions that apply to your participation as a member of the Affiliate Program. This agreement constitutes the entire agreement between CLM and the Affiliate and any pre-existing agreement or arrangement between CLM and the Affiliate shall be terminated forthwith upon completion of this agreement, save that any outstanding commissions owed to you prior to the revocation of your Affiliate status will be credited to the Affiliate's account.

### 1. DEFINITIONS

'This Agreement' shall mean the contents of the contract between CLM and the Affiliate in respect of the program. 'CLM' shall mean the company with the registered address Level 11, Suite 2 10 Bridge Street Sydney, NSW 2000, Australia.

'The Site' shall mean [www.clmforex.com](http://www.clmforex.com) website.

'The Program' shall mean the Affiliate Program as set out on the site and that is governed by this agreement.

'The Link' shall mean the HTML link provided by CLM to link the Affiliate's website to the site.

'The Affiliate' shall mean the party who agrees to take part in the program.

### 2. THE PROGRAM

2.1) The program shall be the Affiliate Program as set out on the site from time to time.

2.2) CLM is entitled to vary, amend or cancel the program without giving notice to the Affiliate. CLM may make any such change by publishing any revised terms on the site.

2.3) The program is expressly a business-to-business relationship and both CLM and the Affiliate enter it in a business capacity and not as a consumer.

2.4) The program does not entitle the Affiliate to represent themselves as an agent, partner or any other form of associate of CLM other than as an Affiliate as expressly provided for in this agreement.

### 3. SUITABILITY FOR CLM AFFILIATE PROGRAM

3.1) CLM reserves the right to terminate this agreement and the Affiliate's status at any time for any reason whatsoever at its sole discretion.

3.2) If CLM deems that the Affiliate's website is inappropriate for the program then this agreement shall be terminated. The Affiliate's website may be deemed inappropriate if in the view of CLM it contains, promotes or contains links to sites that are:

3.3) discriminatory, sexually explicit or violent material, or promote, depict or contain links to material that promote or depict discrimination based on race, gender, religion, national origin, physical or mental disability, sexual orientation, or age, or

3.4) contains unlawful material, this shall include but not be limited to materials that may possibly violate another's intellectual property rights, or

3.5) contains information, promotes or links to a site that provides information or promotes illegal activity, or

3.6) for any other reason that is deemed by CLM (at its sole discretion) to be unsuitable.

3.7) CLM reserves the right to withdraw Affiliate status at any time after you have been accepted onto the program for any reason that CLM deems relevant. Acceptance into the program does not mean that CLM has specifically approved the Affiliate or its website.

## 4. LEGITIMATE METHODS OF ADVERTISING

4.1) To receive commissions for referring customers to CLM, the Affiliate must engage in proper advertising. Affiliates found to be engaging in improper advertising shall have their agreement terminated and their Affiliate status revoked. CLM shall be the sole and absolute arbiter of what constitutes proper advertising.

4.2) A non-exhaustive list of examples of improper advertising shall include but not be limited to:

4.2.1) the forwarding of any URL's direct to [www.clmforex.com](http://www.clmforex.com) (this includes misspelling); and

4.2.2) forcing cookies through iFrames;

4.2.3) advertising through third party networks; with the exception arising from clause below;

4.2.4) brand bidding (including misspells) for PPC advertising,

4.2.5) including your CLM Affiliate link within Unsolicited Commercial Email (UCE) or SPAM,

4.2.6) including any of the CLM URL in search adverts.

4.3) Affiliates are permitted to promote CLM through various social media communities, as a limited exception to clause 4.2.3 above. However, Affiliates are not permitted to create groups or specific web pages in social communities whereby they hold themselves out to be representatives of CLM.

4.4) CLM reserves the right to conclude that you have engaged in an improper method of advertising per our standards, at our sole discretion. We may come to such a conclusion even if it is based upon our opinion or mere suspicion or belief and is without any duty on CLM to prove that our opinion or suspicion is well-founded; and even if our opinion is proven not to be well-founded or if other hosting/domain name companies have not deemed it to be an improper method of advertising.

4.5) Any Affiliate found to be adopting improper methods of advertising for the program shall be deemed to have been in breach of this agreement and shall have their Affiliate status revoked. Such an Affiliate will therefore immediately cease in being an Affiliate of CLM.

4.6) Any sales that have been generated through improper advertising will not qualify for commission or credit from CLM.

4.7) Any Affiliate found to be utilizing these or any other

improper methods of advertising may be required to pay back any such commission that has been paid by CLM to them. If CLM elects not to enforce this right it shall not be deemed to be a waiver of any other rights that it may have under this agreement.

## 5. THE PROCEDURE

5.1) Subject to the terms of this section, we will provide to you all links, and any related banners, graphics, or text advertisements necessary to promote and offer the CLM services to your site's visitors and/or its members.

5.2) CLM reserves the right to change the content and or display of the link from time to time in our sole discretion. The link will connect your site with the area on our site (the landing page) where your referral may apply for CLM products directly with us. The presence of the CLM link on your site will serve to identify you as a member of our Affiliate Program.

## 6. THE PAYMENT OF COMMISSION

6.1) Once a customer has arrived at our website having followed the link, their actions on our website will be tracked using a cookie. You will earn commission on qualified clients only. CLM will not be responsible for commissions missed due to the cookie being deleted or blocked or in any other way failing to track the customer from the link.

6.2) Cookie tracking period: website referrals are tracked for an extended period of 60 days. Affiliates will be able to track this through their back office.

6.3) Affiliates will only earn commission with respect to activity on our site occurring directly through the link that will appear on their website.

6.4) CLM is under no obligation whatsoever to pay any commission to any Affiliate who does not strictly follow this agreement.

6.5) CLM reserves the right to take legal action against any Affiliate that commits fraud, or conspiracy to defraud and to recover any commissions paid to an Affiliate which was earned because of such fraud. For the purposes of this agreement fraud shall include but not be limited to wittingly violating the terms of this agreement.

6.6) CLM reserves the sole right to change the commission balance threshold at any time it sees fit without the prior consent of its Affiliates. In the event of a commission balance threshold change CLM shall notify all its affiliates of the change beforehand. If any modification to the commission balance threshold or the agreement is not acceptable to an Affiliate, the Affiliate shall be entitled to

terminate this agreement. If an Affiliate terminates this agreement for any reason whatsoever then it shall not be entitled to any commission payments earned after it has terminated this agreement.

6.7) The Affiliate’s continuing participation in the program constitutes its acceptance of any change to the commission balance threshold or to any other part of this agreement.

6.8) Affiliate commissions will be posted to the Affiliate trading account each Tuesday for all qualified commissions. Affiliates can request a withdrawal of their commissions at any time.

6.9) CLM will only pay out commissions on sales that have met the following requirements:

- Open a new live trading account.
- Deposit a minimum of 200 (AUD, EUR, GBP, USD).
- Binary options: Trade a volume equal to 4 times their deposit (minimum 1,000).
- Forex: Trade the respective volumes according to the structure on 6.16.

6.10) It is the sole responsibility of an Affiliate to make sure that their contact details are up to date and accurate on the CLM system to facilitate the commission reaching them.

6.11) If an affiliate has not received their payment after 28 days, CLM will reissue the payment.

6.12) All missing payments must be followed up within six months of the date of their issue. All payments due from missing payments that have not been brought to the attention of CLM within six months shall be deemed to have been forfeited by the Affiliate.

6.13) CLM will not pay commission for products that an Affiliate purchases for him/herself through the link.

6.14) CLM will not pay commission for existing account holders.

6.15) CLM will not pay commission if the monthly calculation of commissions results in a negative amount.

6.16) The rates of commission payable is set at:

- Binary Options:

Commission	Initial Deposit
\$100	\$250 - \$449
\$150	\$450 - \$599
\$200	\$600 - \$749
\$250	\$750 - \$999
\$300	\$1,000 - +

- Forex:

Commission	Required Volume
\$100	5 Standard Lots
\$150	7 Standard Lots
\$200	10 Standard Lots
\$250	12 Standard Lots
\$300	15 Standard Lots

This may be amended or varied by CLM at any time without reference to the Affiliate. Any revised rates of commission payment shall take effect from the day that the amended commission is published.

## 7. CLM’S OBLIGATIONS

CLM agrees to undertake the following obligations:

7.1) provide all information necessary to allow the Affiliate to use the link from [www.clmforex.com](http://www.clmforex.com) to the Affiliate’s site,

7.2) processing all orders for CLM products placed by a referral following the link,

7.3) tracking the number and amount of relevant sales generated through the link,

7.4) providing information to you regarding commission payments,

7.5) credit card authorizations, payment processing, cancellations, returns, and all other related customer service, and

7.6) establishing the commission balance threshold, payment frequency and pay-outs of earned commissions as contained in section 6 of this agreement.

## 8. THE AFFILIATE’S OBLIGATIONS

The Affiliate agrees to be solely responsible for the following and shall keep CLM fully indemnified in respect of:

8.1) the content of the Affiliate’s site or any site that they may be connected to,

8.2) any misrepresentation of CLM or its products or services, making of any false claims, representations or warranties about CLM,

8.3) ensuring that your site and your products and services comply with all applicable copyright, trademark, any intellectual property right, data protection, anti-spam or any other applicable law,

8.4) obtaining permission to use another party's copyrighted or any other proprietary material,

8.5) the development, operation and maintenance of the Affiliate's site and for all materials that appear on it. For the purposes of this agreement this shall include but not be limited to, the technical operation of your site and all related equipment; the accuracy and propriety of materials posted on your site; and ensuring that materials posted on your site do not violate or infringe upon the rights of any third party and are not libelous or otherwise unlawful or illegal. CLM hereby disclaim all liability for all such matters,

8.6) Affiliates also agree to indemnify and hold harmless CLM, its parent company, sister companies, subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members and other owners, against all claims, actions, demands, liabilities, losses, damages, judgments, settlements, expenses, and costs insofar as such arise out of or are based on, or in any way connected with this agreement.

8.7) complying with all applicable AU- and national laws and Core Liquidity Markets Affiliate Program terms and conditions.

## 9. RIGHT TO NAME AS A REFERENCE CUSTOMER

9.1) Affiliates shall not create, publish, distribute, or permit any written or graphical material that refers to CLM other than those mentioned in this agreement or otherwise provided by CLM, without the prior written consent of CLM. CLM reserves the right to refuse any request for consent under this agreement.

## 10. THE LICENSE

10.1) CLM grants to the Affiliate a non-exclusive, non-transferable, revocable right to access the [www.clmforex.com](http://www.clmforex.com) site through the link solely in accordance with the terms of this agreement. This license shall be used solely in connection with the link, and it will extend to the use of our trade names, trademarks and similar identifying material relating to CLM and which CLM shall provide to the Affiliate, for the sole purpose of establishing the link so customers can purchase CLM products.

10.2) Affiliates cannot modify or change the link or any other materials provided by CLM in any way.

10.3) Other than establishing the link, the Affiliate shall not make any use of any of the licensed materials noted in the above paragraph provided by CLM without first obtaining

the prior written consent of CLM. Affiliates shall not use the licensed materials in any manner that is inappropriate or that is in any way detrimental to the CLM brand or any other brands.

10.4) CLM reserves all its rights in the materials provided and all its other proprietary rights. CLM shall be entitled to revoke this license to use the link or the materials at any time and at its sole discretion.

10.5) The licenses described in this section shall expire upon the termination of this agreement.

10.6) Any inappropriate use of the link, text, banners or other advertisements not expressly approved of in writing or provided by CLM may be cause for immediate termination of this agreement.

## 11. TERMS AND AGREEMENTS

11.1) The terms of this agreement will begin upon your signup with the program and will end when your affiliate account is terminated.

## 12. MODIFICATION

12.1) CLM reserves the right to modify or otherwise change the terms of this agreement at any time as it sees fit. CLM shall make such modifications by way of publishing revised terms on the site. Affiliates only remedy in the event of revised terms of this agreement being published shall be to terminate this agreement. An Affiliate shall be deemed to have accepted of any modification to this agreement as published from time to time.

## 13. LIMITATION OF LIABILITY

13.1) CLM shall not be liable to the Affiliate or to any other person, for indirect, incidental, or special damages, lost profits, loss of savings, or any other form of consequential damages, regardless of the form of action, even if CLM has been advised of the possibility of such damages, whether resulting from breach of its obligations under this agreement or otherwise.

13.2) CLM's entire liability in respect of any liability arising under this agreement will not exceed the total commission fees paid or payable to the Affiliate under this agreement.

13.3) CLM makes no warranties, either express or implied, concerning the performance or functionality of CLM products, or the program. This includes but is not limited to the link or any other affiliate advertisements and hereby expressly disclaims all implied warranties, including warranties of merchantability or fitness for a use or purpose.

13.4) CLM shall under no circumstances be liable to the Affiliate or to any other person or entity for any loss, injury, or damage, of whatever kind, resulting from or arising out of any mistakes, errors, omissions, delays, or interruptions in the receipt, transmission, or storage of any messages or information arising out of or in connection with the program or CLM.

## 14. GOVERNING LAW

14.1) This Agreement is governed by, and is construed in accordance with the laws of NSW, Australia.

14.2) The courts of NSW shall have jurisdiction to hear any disputes arising from this agreement.

14.3) CLM shall not be liable for the legality of CLM service in countries other than Australia.

14.4) Affiliates are solely responsible for the legality of the use of the service if the Affiliate in question is registered to CLM service from a country other than Australia or if the Affiliate's website is on a server in a country other than Australia.

G.P.O. Box 3 Melbourne VIC 3000.

Telephone: **1300 780 808**

You may also make a complaint via the ASIC free call info line on 1300 300 630

## OUR PRIVACY POLICY

We are committed to protecting your privacy. We have systems and processes in place which safeguard against the unauthorized use or disclosure of your personal information. Please contact us if you have any concerns or if you would like to see a copy of our privacy statement.

**CLM** refers to **Core Liquidity Markets Pty Ltd**. **Core Liquidity Markets** is an Australian company which is registered with **ASIC, ACN 164 994 049**. **Core Liquidity Markets** is an **authorized representative of Direct FX Trading Pty Ltd (AFSL) number 305539**, which is the authorizing licensee and principal.