



SIMPLEFX AMBASSADOR PROGRAM

TERMS & CONDITIONS

"SimpleFX Ambassador Program"

§ 1. General Provisions

1. These Terms & Conditions ("Terms") set out the rules of participation in the SimpleFX Ambassador Program ("Program"), organized by 8TECH PA LLC, a company incorporated in the Republic of Panama under company number 0004-IBC-2026, with its registered address at Central Street, Kunaisa Bldg., Nurrá-Wala-Mortí, Kuna de Wargandí Territory, Republic of Panama, holding FOREX Licence No. FX0032026 and VASP Licence No. V0042026 issued by the Kuna de Wargandí International Services Authority (KUNAISA) ("Organizer" or "SimpleFX").
2. The purpose of the Program is to build and grow a network of content creators, traders and influencers ("Ambassadors") who promote the SimpleFX platform on social media in exchange for compensation, access to the SimpleFX platform and other benefits described in these Terms.
3. The Program operates on a three-tier model (Tier 1, Tier 2, Tier 3), allowing the Organizer to gradually assess the value generated by a given Ambassador before entering into a more extensive cooperation.
4. Only a natural person who is at least 18 years old, has full legal capacity, and maintains an active presence on social media, and who meets the conditions described in § 2, may become a Program participant.
5. Participation in the Program is voluntary. Submitting an application constitutes acknowledgment and acceptance of these Terms.
6. These Terms do not apply to Tier 3 Ambassadors, whose cooperation with the Organizer is based on separate, individually negotiated influencer agreements entered into by SimpleFX's Affiliate department, see § 2(3) and § 7(6).

§ 2. Participation Tiers

The Program comprises three participation tiers, differing in the requirements placed on the Ambassador and the scope of benefits offered:

Tier	Target group	Benefits
Tier 1 Ambassador	Creators with up to 1,000 followers	20% revshare on revenue generated from referred clients + up to 50 USD/month + trial access to the platform
Tier 2 Hybrid	Creators with up to 5,000 followers	35% revshare + 200 USD/month + support from the SoMe team (content ideas, equipment funding)
Tier 3 Affiliate	Creators with 10,000+ followers	50% revshare + individual retainer + dedicated account manager

7. Qualification for Tier 1 is automated, once the follower threshold is met and these Terms are accepted, joining the Program and the settlement of benefits takes place without the need for individual review by the Organizer's team.
8. Qualification for Tier 2 is manual, the Organizer independently decides which Ambassadors meeting the follower threshold are invited to this tier.
9. Tier 3 does not form part of the automated Program described in these Terms, it applies to creators qualified directly into SimpleFX's existing Affiliate program and engaged on the basis of a separate, individually signed ambassador/influencer agreement.
10. The Organizer reserves the right to change an Ambassador's tier (upgrade or downgrade) depending on actual performance, content quality, and compliance with these Terms.
11. The revshare ranges and flat amounts stated above are indicative, the final level of benefits for a given Ambassador is set individually within the relevant tier and confirmed during onboarding (Tier 1/2 - in Zealy; Tier 3 - in the individual agreement).

§ 3. Application and Enrollment

12. Applications to the Program are accepted via the application form available on the Program's website, hosted on Notion. The form collects at least: the applicant's full name, links to their social media profiles, and contact details.
13. The Organizer contacts selected candidates via Telegram, WhatsApp, or email for further verification and to agree on the terms of participation.
14. The primary channel for sourcing Ambassadors remains direct outreach initiated by the Organizer's team; the Program website serves an informational and promotional function.

15. The Organizer reserves the right to decline an application without stating a reason, in particular for Tier 2 and Tier 3, where qualification is discretionary.
16. Internal Program materials, such as the content guide and brand guide, are not publicly available on the Program website and are provided only to qualified Ambassadors.

§ 4. Settlement via the Zealy Platform (Tier 1 and Tier 2)

17. The calculation and payout of benefits for Tier 1 and Tier 2 Ambassadors is handled through the external platform Zealy, which operates quest-based community programs in which the Ambassador performs specified actions (e.g. publishing content) and automatically accumulates points converted into rewards.
18. Receiving benefits under Tier 1 and Tier 2 is conditional on the Ambassador creating a Zealy account and accepting Zealy's terms of use, which apply independently of these Terms.
19. The Organizer is not liable for interruptions, technical errors, or changes to Zealy's rules that are beyond its control, provided it has exercised due care in implementing and integrating Zealy into the Program.
20. The Ambassador is responsible for the accuracy of the data provided in Zealy, including the data required to process payouts.

§ 5. Ambassador Content Obligations

21. The Ambassador agrees to publish content promoting the SimpleFX platform in accordance with the arrangements applicable to their Program tier.
22. Each piece of published content must include: a SimpleFX referral link, a brief mention of SimpleFX in the description, and, where applicable, information about the agreed promotional bonus.
23. The Ambassador agrees to:
 - a. provide accurate and truthful information about the Organizer's services;
 - b. use only marketing materials, claims and referral links approved or provided by the Organizer;
 - c. comply with the Organizer's brand guidelines and reasonable marketing instructions;
 - d. maintain confidentiality of any non-public or proprietary information received from the Organizer;
 - e. conduct promotional activities in a professional and ethical manner and refrain from actions that could damage the reputation of the Organizer or the SimpleFX brand;
 - f. clearly disclose content as a commercial collaboration, in accordance with applicable advertising regulations and the rules of the platforms used;
 - g. register only one Ambassador account and use only one active referral link, unless otherwise approved by the Organizer;
 - h. refrain from referring themselves, their household members and close relatives, other Ambassadors, or accounts under common ownership or control;
 - i. refrain from using bots, scripts, fake or incentivized registrations, click farms, or any other artificial means to inflate registrations, engagement, trading volume, revenue, or Zealy quest completions;
 - j. refrain from unsolicited mass messaging, comment spam, forum spam, or any similar unsolicited promotional activity;

- k. refrain from bidding on the "SimpleFX" name or confusingly similar terms in paid search advertising, and from registering domain names containing such terms;
 - l. refrain from selling, transferring, sharing, or otherwise making available their Ambassador account or referral link to third parties.
24. The Organizer does not guarantee any specific results from the Ambassador's promotional activities, including the number of registrations, user trading activity, or the amount of revenue generated.
25. The Organizer may request to review content prior to publication and may request reasonable corrections if the content does not reflect the agreed marketing message.

§ 6. Image and Content Rights

26. The Ambassador grants the Organizer a worldwide, royalty-free, non-exclusive license to use the Ambassador's image, name (or channel name), and content published under the Program for marketing and promotional purposes.
27. Such use may include, but is not limited to: social media, website content, online advertising (including Google Ads), and banners and other promotional materials.
28. The Organizer may use the materials for the duration of the Ambassador's participation in the Program and for 9 months after it ends; this period may be extended up to 12 months if cooperation continues under new terms.
29. The Organizer may edit the materials solely for marketing adaptation purposes (e.g. resizing, shortening) and may request the removal or modification of content for legal, regulatory, or reputational reasons.

§ 7. Compensation and Benefits

30. The level of benefits due to an Ambassador depends on the tier to which they have been assigned, in accordance with § 2.
31. Payouts to Tier 1 and Tier 2 Ambassadors are made via the Zealy platform, in accordance with § 4, based on the verified number of completed tasks and fulfillment of the requirements communicated to the Ambassador for their tier.
32. The Organizer reserves the right to withhold payment of a benefit if the agreed requirements are not met or these Terms are breached.
33. Where the Organizer reasonably determines that an Ambassador has intentionally or through gross negligence engaged in any of the practices described in § 5(3)(g)–(l), the Organizer may (a) withhold or reduce any benefits not yet paid, and (b) reclaim any benefits already paid that were calculated on the basis of such practices, provided that the Organizer notifies the Ambassador of the basis for its determination and provides a reasonable opportunity to respond before reclaiming. The right to reclaim already-paid benefits may only be exercised within 12 months of the date of payment, and may be exercised by way of deduction from any future payments due to the Ambassador.

34. The Ambassador is solely responsible for settling all taxes, duties, and other public-law obligations related to the compensation received.
35. Benefits for Tier 3 Ambassadors are not governed by these Terms and are paid under a separate, individual agreement entered into with SimpleFX's Affiliate department.

§ 8. Legal Compliance and Jurisdictional Restrictions

36. The Ambassador acknowledges that the Organizer's services are not available in certain jurisdictions, as specified in SimpleFX's Customer Agreement and Terms of Use.
37. The Ambassador agrees not to promote or target the Organizer's services to persons or residents of jurisdictions where such services are restricted or prohibited under the Organizer's legal documentation.
38. The Ambassador agrees not to promote the Organizer's services in jurisdictions where such promotion would be prohibited by applicable law.

§ 9. Duration and Termination of Participation

39. Participation in the Program is for an indefinite period, subject to each party's right to end it in accordance with the provisions below.
40. The Ambassador may withdraw from the Program at any time by ceasing to perform tasks or by notifying the Organizer.
41. The Organizer may terminate an Ambassador's participation in the Program with immediate effect if the Ambassador:
- fails to deliver the agreed content or meet the requirements communicated to the Ambassador for their tier, for two consecutive settlement periods;
 - acts to the detriment of the reputation of the Organizer or the SimpleFX brand;
 - engages in any practice prohibited under § 5(3)(g)-(l), in particular fraudulent, bot-driven, or otherwise manipulative activity to generate registrations, engagement, trading volume, revenue, or Zealy rewards;
 - breaches these Terms or applicable law.
42. Content published under the Program should remain publicly available for a minimum period of 12 months from the date of publication, unless otherwise agreed by the parties.

§ 10. Complaints

43. An Ambassador may submit complaints relating to the operation of the Program, including the calculation or payment of benefits, to ambassador.program@simplefx.com.

44. A complaint should include a description of the issue raised and the Ambassador's contact details to enable a response to be provided.
45. The Organizer will handle complaints within 30 business days of receipt.

§ 11. Personal Data

46. The Controller of personal data collected via the application form and in the course of participation in the Program is 8TECH PA LLC (company number 0004-IBC-2026). Personal data is processed on the basis of the Ambassador's consent and for the performance of these Terms, in accordance with the standards set out in the SimpleFX Privacy Policy (available at simplefx.com/privacy-policy), which applies the same level of data protection to all Users regardless of their place of residence, consistent with Regulation (EU) 2016/679 (GDPR).
47. Detailed rules on the processing of personal data, including the rights of data subjects (access, rectification, erasure, restriction, data portability, objection) and the contact details of the Data Protection Officer (dpo@simplefx.com), are set out in the SimpleFX Privacy Policy.
48. In particular, personal data submitted via the Program's Notion application form (full name, links to social media profiles, and contact details) is processed for the purpose of assessing the Ambassador's application, on the basis of the applicant's consent given upon submission of the form [Article 6(1)(a) GDPR] and, where the applicant is invited to join the Program, for the purpose of taking steps prior to entering into cooperation under these Terms [Article 6(1)(b) GDPR]. Where an application is not accepted, the data will be retained for 12 months from submission for the purpose of considering the applicant for future editions of the Program, unless the applicant requests earlier deletion, after which the data will be deleted or anonymised.

§ 12. Nature of the Cooperation

49. The Ambassador acts as an independent party within the Program. Nothing in these Terms shall be construed as creating any employment relationship, partnership, joint venture, or agency relationship between the parties.
50. The Ambassador may engage in other promotional activities, provided that they do not involve direct competitors of the Organizer. Direct competitors shall include, in particular, platforms offering CFD, forex, cryptocurrency, or other trading/investment services similar to those of the Organizer.

§ 13. Final Provisions

51. The Organizer reserves the right to amend these Terms, in particular in connection with changes to the Program's offering, legal requirements, or Zealy's rules. Amendments take effect upon publication of the updated version on the Program's website.
52. Should any provision of these Terms be found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

53. These Terms shall be governed by the laws of the Republic of Panama. Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of the Republic of Panama.

54. Nothing in this section shall prevent the Organizer from seeking interim or injunctive relief before a competent court in any other jurisdiction.