

1. Introduction

These Affiliate Program Terms and Conditions (the “Agreement”) govern participation in the Crystal Ball Markets Affiliate Program (the “Program”) operated by Crystal Ball Markets (“Company”, “we”, “our”, or “us”).

By applying to or participating in the Program, you (“Affiliate”, “you”, or “your”) agree to be legally bound by this Agreement.

If you do not agree with any part of these Terms and Conditions, you must not participate in the Program.

2. Eligibility

To participate in the Program, you must:

- Be at least 18 years of age;
- Have full legal capacity to enter into binding agreements;
- Operate in compliance with all applicable laws and regulations;
- Provide complete and accurate registration information;
- Maintain an active website, social media profile, email list, community, or other approved promotional channel;
- Not have been previously removed or suspended from the Program.

Crystal Ball Markets reserves the right to approve or reject any application at its sole discretion and without obligation to provide reasons.

3. Affiliate Relationship

Affiliates are independent contractors and nothing in this Agreement creates any partnership, joint venture, employment, agency, franchise, or fiduciary relationship.

Affiliates may not:

- Represent themselves as employees or representatives of Crystal Ball Markets;
 - Bind the Company to any obligation;
 - Make guarantees, promises, or representations on behalf of the Company unless expressly authorised in writing.
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4. Affiliate Registration and Account

Affiliates must:

- Maintain accurate and up-to-date account information;
- Keep login credentials secure and confidential;
- Promptly notify the Company of any unauthorised use of their account;
- Ensure all tax, payment, and contact information remains accurate.

The Affiliate is solely responsible for all activity conducted through their account.

5. Approved Promotional Methods

Affiliates may promote Crystal Ball Markets using lawful and ethical marketing methods including:

- Educational content;
- Blog articles;
- Social media promotion;
- Email marketing (where lawful consent has been obtained);
- Video content;
- Podcasts;
- Paid advertising compliant with this Agreement;
- Community and referral marketing.

Affiliates must ensure all marketing:

- Is accurate and not misleading;
 - Clearly identifies promotional or affiliate relationships where legally required;
 - Complies with all applicable advertising, financial promotion, consumer protection, and privacy laws.
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6. Prohibited Conduct

Affiliates must not engage in any activity that may damage the reputation, legal standing, or commercial interests of Crystal Ball Markets.

Prohibited activities include, but are not limited to:

6.1 Misleading Claims

Affiliates must not:

- Guarantee profits or investment returns;
- Make deceptive, exaggerated, or unrealistic financial claims;
- Misrepresent products, services, pricing, or features;
- Imply regulatory approval where none exists.

6.2 Unauthorised Advertising

Affiliates must not:

- Bid on trademarked brand terms or variations in paid advertising without written approval;
- Use deceptive redirects;
- Use cookie stuffing techniques;
- Engage in spam marketing;
- Use unsolicited bulk messaging;
- Use malware, adware, spyware, or malicious scripts.

6.3 Unethical Traffic Sources

Affiliates must not generate traffic through:

- Incentivised clicks without disclosure;
- Bots or automated traffic;
- Fake leads or fraudulent registrations;
- Misleading pop-ups or forced redirects;
- Illegal or pirated content;
- Hate speech, harassment, or defamatory content.

6.4 Regulatory Violations

Affiliates must not publish content that breaches:

- Financial promotion regulations;
- Securities laws;
- Consumer protection laws;
- Privacy or data protection laws;
- Advertising standards;
- Anti-spam legislation.

Crystal Ball Markets may immediately suspend or terminate Affiliates engaging in prohibited conduct.

7. Affiliate Links and Tracking

Affiliates will receive a unique tracking link or referral mechanism.

Commissions are only payable where:

- Tracking is successfully recorded by the Company's systems;
- The referred customer completes qualifying actions;
- The referral complies with this Agreement.

Crystal Ball Markets is not responsible for:

- Tracking failures caused by browser restrictions or user settings;
- Deleted cookies;
- Technical interruptions;
- Incorrect affiliate links;
- Third-party platform issues.

The Company's tracking data and reporting shall be final and binding absent manifest error.

8. Commission Structure

Commission rates, payout structures, qualification criteria, and payment schedules shall be communicated through the Affiliate dashboard, onboarding materials, or separate written communications.

Crystal Ball Markets reserves the right to:

- Modify commission structures at any time;
- Introduce performance tiers;
- Change payout thresholds;
- Offer temporary incentives or promotions.

Any changes shall become effective upon publication or written notification.

9. Qualifying Referrals

A qualifying referral generally means a customer who:

- Uses the Affiliate's valid tracking link;
- Is a genuine new customer;
- Completes required registration or purchase actions;

- Is not self-referred by the Affiliate;
- Is not fraudulent, duplicated, cancelled, refunded, or disputed.

Crystal Ball Markets reserves sole discretion to determine whether a referral qualifies for commission.

10. Payment Terms

10.1 Payment Schedule

Approved commissions will typically be paid according to the schedule communicated within the Affiliate Program.

10.2 Minimum Payout Threshold

The Company may impose a minimum payout threshold before commissions become payable.

10.3 Payment Methods

Payments may be made via:

- Bank transfer;
- PayPal;
- Cryptocurrency;
- Other approved payment methods.

The Affiliate is responsible for ensuring payment details are accurate.

10.4 Taxes

Affiliates are solely responsible for:

- All taxes;
- VAT/GST obligations;
- Reporting obligations;
- Regulatory filings;
- Local compliance requirements.

Crystal Ball Markets may withhold payments where legally required.

10.5 Withholding and Reversals

The Company reserves the right to:

- Delay payments for fraud review;
- Reverse commissions from refunded or cancelled transactions;
- Withhold commissions generated through violations of this Agreement.

11. Intellectual Property

Crystal Ball Markets grants Affiliates a limited, revocable, non-exclusive, non-transferable licence to use approved:

- Logos;
- Brand assets;
- Marketing materials;
- Promotional content.

Affiliates may only use materials:

- In connection with lawful Program participation;
- In accordance with brand guidelines;
- Without modification unless approved.

Affiliates acquire no ownership rights in any Company intellectual property.

All goodwill arising from use of Company intellectual property shall belong exclusively to Crystal Ball Markets.

12. Compliance with Financial Regulations

Affiliates acknowledge that financial services marketing may be regulated in various jurisdictions.

Affiliates agree:

- Not to provide financial, investment, legal, or tax advice unless properly authorised;
- Not to present educational material as regulated financial advice;
- To include appropriate disclaimers where required;
- To comply with all applicable financial promotion rules.

Crystal Ball Markets may require Affiliates to remove or amend content deemed non-compliant.

13. Data Protection and Privacy

Affiliates must comply with all applicable privacy and data protection laws, including where applicable:

- The General Data Protection Regulation (“GDPR”);
- ePrivacy rules;
- Anti-spam legislation;

- Applicable international privacy laws.

Affiliates must not:

- Collect personal data unlawfully;
- Share customer data without lawful basis;
- Misuse tracking technologies.

Affiliates are responsible for maintaining their own privacy policies where legally required.

14. Confidentiality

Affiliates may receive confidential information including:

- Commercial information;
- Marketing plans;
- Commission structures;
- Customer information;
- Product roadmaps;
- Business strategies.

Affiliates agree to:

- Keep confidential information secure;
- Not disclose confidential information to third parties;
- Use confidential information solely for Program participation.

Confidentiality obligations survive termination of this Agreement.

15. Representations and Warranties

The Affiliate represents and warrants that:

- All information provided is accurate;
 - Promotional activities will comply with applicable laws;
 - Affiliate content does not infringe third-party rights;
 - The Affiliate possesses all required permissions and licences;
 - The Affiliate will not engage in deceptive or unlawful conduct.
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16. Disclaimer

The Affiliate Program and all related services are provided on an “as is” and “as available” basis.

Crystal Ball Markets makes no guarantees regarding:

- Earnings;
- Revenue generation;
- Customer conversions;
- System availability;
- Program continuity.

To the maximum extent permitted by law, the Company disclaims all warranties, express or implied, including merchantability, fitness for a particular purpose, and non-infringement.

17. Limitation of Liability

To the fullest extent permitted by law, Crystal Ball Markets shall not be liable for:

- Indirect losses;
- Consequential damages;
- Loss of profits;
- Loss of goodwill;
- Business interruption;
- Data loss;
- Regulatory penalties incurred by the Affiliate.

The Company’s aggregate liability arising under this Agreement shall not exceed the total commissions paid to the Affiliate during the preceding six (6) months.

Nothing in this Agreement excludes liability that cannot legally be excluded.

18. Indemnification

The Affiliate agrees to indemnify and hold harmless Crystal Ball Markets, its directors, employees, contractors, and affiliates from any claims, liabilities, damages, losses, penalties, costs, or expenses arising from:

- Breach of this Agreement;
- Affiliate marketing activities;
- Regulatory violations;
- Infringement claims;

- Misleading statements;
 - Unlawful conduct.
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19. Term and Termination

19.1 Term

This Agreement commences upon Affiliate acceptance into the Program and continues until terminated.

19.2 Termination by Either Party

Either party may terminate this Agreement at any time upon written notice.

19.3 Immediate Termination

Crystal Ball Markets may immediately suspend or terminate an Affiliate account for:

- Breach of this Agreement;
- Fraudulent conduct;
- Regulatory concerns;
- Brand damage;
- Inactivity;
- Suspected abuse.

19.4 Effect of Termination

Upon termination:

- Affiliate rights immediately cease;
 - Marketing materials and brand assets must be removed;
 - Unpaid commissions may be forfeited in cases of breach or fraud;
 - Confidentiality obligations survive.
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20. Modification of Terms

Crystal Ball Markets reserves the right to modify this Agreement at any time.

Updated terms may be posted on the Company website or communicated electronically.

Continued participation in the Program following updates constitutes acceptance of revised terms.

21. Force Majeure

Crystal Ball Markets shall not be liable for delays or failures caused by events beyond reasonable control including:

- Natural disasters;
 - Government actions;
 - Cyberattacks;
 - Internet outages;
 - Labour disputes;
 - Pandemics;
 - Third-party service interruptions.
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22. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Saint Vincent and the Grenadines.

Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the competent courts of Saint Vincent and the Grenadines.

23. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

24. Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to the Affiliate Program and supersedes all prior agreements, communications, and understandings.

25. Contact Information

For questions relating to the Affiliate Program or these Terms and Conditions, please contact:

Crystal Ball Markets

Email: affiliate@crystalballmarkets.com

Website: <https://crystalballmarkets.com>

Affiliate Program: <https://crystalballmarkets.com/partners>

Risk Warning

Trading and investing involve substantial risk and may not be suitable for all individuals. Past performance does not guarantee future results. Affiliates must not present trading or investing as guaranteed, low-risk, or suitable for every individual.

Affiliate Disclosure Requirement

Affiliates are responsible for ensuring that any legally required affiliate disclosures are clearly and prominently displayed in accordance with applicable advertising and consumer protection laws.

Examples may include statements such as:

- “This content contains affiliate links.”
 - “I may earn a commission if you register through my referral link.”
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Acceptance

By applying to or participating in the Crystal Ball Markets Affiliate Program, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.