

Dacxi Partner Terms and Conditions

Version 2020.10



Interpretation

In these Terms and Conditions (“Partner Terms”) between **you** (as defined below) and **Dacxi** (as defined below) concerning the **Dacxi Partner Programme** (the “Programme”) unless the context otherwise indicates:

The Dacxi Partner programme is an opportunity offered to individuals to prosper from the introduction and support of customers to Dacxi. The rewards are in the form of bonuses and other incentives as provided by the company through the programme.

We expect all Partners to hold the highest professional standards to befit a business focused on supporting people over the long term to improve their wealth.

Your continued participation in the Programme is subject to the Partner Terms. By applying to participate in the Programme, you expressly represent and warrant that you have accepted the Partner Terms and any additional terms and conditions displayed on the Platform in relation to the Programme as they apply from time to time.

We may amend, modify, add to, or delete any term in the Partner Terms at our discretion.

Those amendments, modifications, additions, or deletions apply to your use of the Programme by providing you notice on our Website and at our [Partner Website](#). Any material changes will be notified and you will need to reaccept them. All subsequent transactions by you will be subject to the amended and most current Partner Terms.

Terms

- **Account** means an account opened to use the services provided by Dacxi's Platform;
- **Account Holder** means the holder of an Account;
- **Website** means <http://www.dacxi.com>;
- **Partner** means a person referred by you who enters the Website via a link you provide to them and who then successfully opens and uses a Dacxi Account using a **Referral Code** (and "Partners" shall be construed accordingly);
- **Associate** means a director, contractor, Partner, agent, shareholder, or employee of a person or other entity;
- **Bonus Payment** has the meaning given to it in clause 4;
- **Crypto Asset** means a digital asset including but not limited to Bitcoin, Bitcoin Cash, Ethereum, Litecoin, and Dacxi Coin. We also use the words "cryptocurrency," or simply "crypto" to describe Crypto Assets;
- **Dacxi** means Dacxi Limited and any or all of its Partners and successors. We also use 'we,' 'our' and 'us' when we're talking about ourselves;
- **Data Feed** means anything published on the Website which relates specifically to Dacxi's digital currency market or descriptions of those rates which are made available to you per the Partner Terms;
- **Platform** means the Website, mobile applications, services, content and any other services provided, owned and operated by Dacxi that allow users to convert, buy, sell and trade digital and cryptocurrency;
- **Referral Code** has the meaning given to it in clause 3;
- **Relative** means any relative of a person including but not limited to their spouse, partner, parent, child or sibling;
- **Service(s)** means the Account and Dacxi Exchange services available on the Website. When we use the phrase 'account,' we do so in respect of an account on the Dacxi Exchange that gives you access to the Services;
- **Website** means <http://www.dacxi.com>, exchange.dacxi.com and all subsequent links and paths that are not operated by third parties; and
- **You** means the person registering for the Dacxi Exchange and using our services. We also use '**your**' when describing rights and obligations that you have under these Terms and Conditions.

1. Eligibility

1.1 You must be at least 18 years old to use our Services and agree to the Partner Terms.

1.2 Residents or citizens of some countries, including but not limited to those mentioned in the Exchange Terms & Conditions are restricted from using the services or owning or using crypto assets. Accordingly, you understand and accept that by using the Service you warrant that you are permitted to use the Services, and you will hold us harmless for any claims or losses that arise from or relate to your use of the services.

1.3 Self-Managed Super Fund accounts cannot refer to other accounts and earn bonuses. There will be no referral links available for Self-Managed Super Fund accounts.

2. Bonuses

2.1. Subject to clause 1 and 4, you may be eligible for bonuses as outlined in the “Dacxi Partner’s Programme Guide”

3. Customer Tracking

3.1. Dacxi will not link an Account Holder to you where such Account Holder has created an Account without using the customer tracking code designated to you (“Referral Code”). Such a Referral Code must be used at all times for the new Account Holder to become your partner.

3.2. Dacxi will not add a new Account Holder as a Partner to your Account after such Account Holder has created an Account (without using the Referral Code).

3.3. To be eligible, each person you refer to create and use an Account must be a new Dacxi customer and create a valid verified Account.

4. Competing Opportunities

4.1. Partners are allowed to participate in other lawful income opportunities whilst being a Dacxi Partner and claiming Bonuses as long as there is no commercial conflicts in products.

4.2. Partners must not promote other crypto-currencies, crowd-funded products, coins or opportunities to other Dacxi Partners or customers, or associate Dacxi in any way with another crypto-related enterprise or opportunity.

5. Bonus Entitlement/Payments

5.1. To be eligible for Bonuses, you must achieve the required Qualification and Maintenance requirements detailed in the Partner Bonus Programme. This may include education and performance requirements and may change from time to time. You are informed of changes through email communication, and the updated Programme is published in the Partner Hub on the Dacxi Portal. You are responsible for keeping informed of the latest requirements.

5.2. Bonus Payments will be made in Dacxi Coins. This will be credited Into your Dacxi exchange wallet . They will typically be credited Into your wallet within a 24 hour period of the transaction. This may take longer for transactions from overseas customers or for some more complex customer transactions. You agree to

provide Dacxi with current, accurate, and complete information and update it if no longer accurate or complete information.

5.3 Independent Contractors Partners are independent contractors. They are not franchisees, joint ventures, employees or agents of the Company, and are prohibited from stating or implying whether orally or in writing, otherwise. Partners have no authority to bind the Company to any obligation. The Company is not responsible for payment or co-payment of any employee benefits. Partners are responsible for liability, health, disability, workmen's compensation and other insurance and for any other registration required by the laws of the country of residence of the Partner. Partners are independent and determine how to conduct their business and are responsible for their own decisions subject to the Partner Agreement.

5.4 Taxes

All Partners are personally responsible for all taxes due on any rewards from the Company. Partners will not be treated as an employee of the Company for any income tax purposes. To safeguard that no tax evasion can occur, the Partner must give the Company personal identification information in their country of residence.

5.5 Sales Tax

The Company will not be collecting sales tax at the time of purchase unless it is required to by law. If such tax would be levied, the Partner will immediately inform the Company, which will take appropriate action.

5.6 The Partner acknowledges and agrees that the Company reserves the unequivocal right to change or modify the Company's General Terms and Conditions, the present Partner Agreement and Bonus Plan. The Company will notify the Partner about any changes to the Bonus Plan within a reasonable time.

6. Accounts

6.1. You must not open more than one Account without the prior written consent of Dacxi. If You open more than one Account without Dacxi's permission or try to earn a Bonus Payment on transactions for your own or a Relative's or Associate's Account. Dacxi has the right to suspend or cancel all current, pending, or future transactions and may suspend or terminate Your Account(s).

6.2. You are not entitled to earn a Bonus Payment through the Programme for transactions performed by:

6.2.1. an Account Holder that was an existing Account Holder at the date you enrolled for the Programme;

6.2.2. a Partner that transacts on any Account you open under your name or an alias or assumed name;

6.2.3. a Partner that transacts on any Account opened by one or more of your Relatives living at the same address or Associates or in the name of one or more of your relatives or family members; and/or

6.2.4. an Account Holder for whom you are already a Partner.

7. Termination

7.1. Either Dacxi or you may terminate your participation in the Programme at any time, without cause, by giving the other 48 hours' notice. Dacxi also has the right to suspend or terminate your Account under the Partner Terms immediately by notice in writing if:

7.1.1. You or your Relative or Associate breach the Partner Terms or Dacxi reasonably suspects that you have breached the Partner Terms;

7.1.2. You request existing customers of Dacxi or existing Account Holders to add your Referral Code; or

7.1.3. Dacxi, in its discretion, considers that you or your behaviour in referring Partners to the Programme is inappropriate, abusive, fraudulent, or unsuitable.

7.1.4 Using Dacxi Intellectual property without express consent.

7.2. You will not be entitled to any unpaid Bonus Payment earned from the Programme on or after the date of termination or suspension of Your Account or the termination of Your participation in the Programme. Dacxi may withhold any Bonus Payment period prior to termination for a reasonable time to ensure that the correct amount is paid to You.

7.3. If Dacxi continues to permit activity (including the generation of any Bonus Payment due to a Partner's transactional activity) for a period after termination of your participation, this does not constitute a continuation or renewal of the arrangements under the Programme or a waiver of termination by Dacxi.

8. Marketing

8.1. You must fund or pay for any marketing and promotional activities to generate referrals of Customers from your resources.

8.2. You must not create, publish, distribute, or permit any written material that refers to Dacxi without first submitting such material to Dacxi and receiving prior written consent, which will not be unreasonably withheld. You must cooperate fully with Dacxi to utilise and maintain links and other promotional tools as supplied by Dacxi.

8.3. If You elect to use social media or other forms of public networks to refer Partners or engage in marketing and promotional activities for the Programme:

8.4. You agree to only engage in advertising, marketing and promotional activities which do not violate any law;

8.5. You must not promote the Programme or the Platform on websites that contain illegal or inappropriate images or content;

8.6. You must not direct your activities to individuals who are under 18 years of age;

8.7. You must not defame the personal or business and reputation of any person;

8.8. You must not send unsolicited emails or create unauthorised newsgroup postings, chat rooms or use "bots";

8.9. You must not promote Dacxi on search engines, social media, or forums unless you clearly identify the content as an advertisement, post, or marketing communication. For example, Tweets on Twitter which relate to Dacxi should contain hashtags such as "#ad" or "#spon" at the end of the Tweet;

8.10. You will have no authority to make any statements or representations on behalf of Dacxi, and You must not hold Yourself out as a representative of Dacxi, nor represent or imply that communication or advertisement is published or authorised by Dacxi;

8.11. You agree to abide by all 'No Spam' regulations and employ best practices in all marketing email communications;

8.12. You agree to comply with all guidelines supplied from time to time by Dacxi; and

8.13. You must not bid for “Dacxi” via Google AdWords (and other similar advertisements networks), to promote your Referral Code.

8.14. You will not say or do anything or engage in conduct which will directly or indirectly disparage or otherwise bring into disrepute Dacxi, the Platform or the Programme in any way (including but not limited to any negative statement about the reputation, goodwill or standing of Dacxi) or would be likely to result in such conduct.

8.15. You must not establish any social network domain, blog domain, profile name, or display name containing Dacxi. You must not purchase any domains or utilise derivatives of the name Dacxi, or bid on any keywords or keyword phrases that include, but are not limited to, Dacxi, and Dacxi Coin.

8.16. Any traffic that you generate illegally through spamming, spam-vertising, and the like will be in breach of the Partner Terms, and we may suspend or terminate Your Account in such circumstances. You understand that Dacxi may potentially incur penalties and legal expenses as a result of unauthorised third party email communications from You, and in such an event, You will be held liable for any such loss that we suffer and will indemnify Dacxi for those penalties and/or expenses.

8.17 You must abide by the Privacy Policy as mentioned on our exchange

9. Improper conduct

9.1. If a Partner registered through the Programme is being investigated concerning their conduct on the Platform, Dacxi will withhold all Bonus Payments generated from that partner until the investigation is completed.

9.2. If a Partner is banned from having an Account with Dacxi for breach of these Partner Terms, Dacxi’s Terms of Use, or for any other reason determined by Dacxi, Dacxi will not pay You for any Bonus Payment generated from a banned Partner.

9.3. If Dacxi has given bonuses relating to a banned Partner, Dacxi may deduct or set-off the amount of payment against Your current or future Bonus Payments and, if requested by Dacxi, You must repay any shortfall owed to Dacxi within 15 days of receiving notice from us in writing.

9.4. Confidentiality

During the term of the Partner Agreement, the Company may supply to Partners confidential information, including but not limited to their own customer lists, customer information developed by the Company or developed for and on behalf of the Company by Partners, (including, but not limited to customer and Partner profiles and product purchase information), Partner lists, business reports, bonus reports and such other financial and business information which the Company may designate as confidential. All such information (whether in written or electronic form) is proprietary and confidential to Dacxi and the Company and is individually transmitted to Partners in strictest confidence on a “need to know” basis for use solely in the Partners’ business with Dacxi. Partners must keep such information confidential and must not disclose any such information to any third party, directly, or indirectly. Partners must not use the information to compete with the Company or for any purpose other than promoting Dacxi’s programme and its products and services. Upon expiration, non-renewal or termination of the Partner Agreement, Partners must promptly return any confidential information in their possession and all copies thereof to the Company.

10. Liabilities

10.1. You expressly understand, warrant, and agree that to the fullest extent permitted by law, Dacxi and its Associates are not liable to You for:

10.1.1. Any fines, penalties, taxes and any exemplary, aggravated or punitive damages, liquidated damages or any indirect or consequential loss (including but not limited to loss of business, loss of revenue, loss of contract, loss of production, lost opportunity costs), legal fees and expenses which may be incurred by You, however, caused, other than where such damages are caused by any act of fraud or misconduct from Dacxi;

10.1.2. Any loss or damage which may be incurred by You, including but not limited to loss or damage as a result of:

10.1.3. any changes which Dacxi may make to the Programme, or for any permanent or temporary suspension of the Programme (or any features within the Programme);

10.1.4. the deletion of, corruption of, or failure to store, any content or other communications data maintained or transmitted by or through Your use of the Programme;

10.1.5. Your failure to provide Dacxi with accurate, complete or current Account or personal information including bank account information; or

10.1.6. Your failure to keep Your password or Account details secure and confidential; or

10.1.7. Your inability to properly use the links and other promotional tools as supplied by Dacxi.

11. Further terms

11.1. The Partner Terms constitute the entire Agreement between You and Dacxi in relation with, or connection to, the Programme and supersede all previous agreements or understandings between the parties in connection with the Programme.

11.2. You agree that if Dacxi does not exercise or enforce any legal right or remedy which is contained in the Partner Terms (or which Dacxi has the benefit of under any applicable law), this will not be taken to be a formal waiver of Dacxi's rights and that those rights or remedies will still be available to Dacxi.

11.3. The Partner Terms will be binding on, operate to the benefit of, and enforceable against each of You and Dacxi and their respective successors and assigns.

11.4. Any term or part of a term of the Partner Terms that is held to be invalid or unenforceable may be severed from the Partner Terms, and the remaining terms or parts continue in force.

11.5. Parties submit all their disputes arising out of or connected with this Agreement to the Dacxi Exchange jurisdiction of your account. However, in arbitration, parties can decide to convene dispute resolution in a separate and convenient jurisdiction

11.6. If You have any questions related to the Partner Terms, feel free to contact us at hello@dacxi.com.

If you are a consumer, please note that these terms of use, their subject matter, and their formation, are governed by Singapore law. You and we both agree that the courts of - Singapore will have exclusive jurisdiction. If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by Singapore law. We both agree to the exclusive jurisdiction of the courts of Singapore.

To contact Dacxi or for more information and resources please visit dacxi.com

