

# ICONOMI REFERRAL PROGRAM

## TERMS AND CONDITIONS

July 18, 2019

READ THESE TERMS AND CONDITIONS ("**TERMS**") CAREFULLY BEFORE USING THE ICONOMI REFERRAL PROGRAM DESCRIBED HEREIN. BY UTILIZING THE WEBSITE LOCATED AT [www.iconomi.com](http://www.iconomi.com) ("**WEBSITE**") AND USING ICONOMI REFERRAL PROGRAM AVAILABLE THEREIN, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS AND THAT YOU AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO ALL OF THE TERMS STATED HEREIN, YOU SHOULD NOT USE ICONOMI REFERRAL PROGRAM.

### 1. TERMS

The following terms shall have for the purposes of these Terms and Conditions the following meanings.

- (a) "**ICONOMI**" means ICONOMI Limited, a company organised under the laws of England and Wales.
- (b) "**Terms**" means these General Terms and Conditions.
- (c) "**End user**" or "**User**" is a user of any ICONOMI product, including ICONOMI Platform.
- (d) "**VAT**" means value added tax of a jurisdiction, if applicable.
- (e) "**ICONOMI website**" or "**Website**" shall mean [www.iconomi.com](http://www.iconomi.com).
- (f) "**Referring End user**" is an End user who completed at least Tier 1 verification on ICONOMI platform and invest in Crypto Fund(s) and refers another person to create and open an account on the ICONOMI platform.
- (g) "**Referred friend**" is a person who was referred by the End user.
- (h) "**ICONOMI Referral Commission**" shall have the meaning set out in point 2.
- (i) "**Referred Credit**" shall have the meaning set out in point 7.

All other capitalized terms in this Terms shall have the same meaning as ascribed to them in the ICONOMI General Terms and Conditions for the ICONOMI End Users.

### 2. ICONOMI REFERRAL PROGRAM

ICONOMI Referral Program enables End users to receive commission (the "**ICONOMI Referral Commission**") from management fees, performance fees, entry fees and exit fees collected from Referred friend's investment(s) into Crypto Fund(s) by referring friends to become new End users of ICONOMI.

End users who want to participate in the ICONOMI Referral Program must agree to these Terms and Conditions, which become part of the ICONOMI General Terms and Conditions for the ICONOMI End Users.

### **3. HOW TO EARN ICONOMI REFERRAL COMMISSIONS**

End users can earn Iconomi Referral Commission if: (i) a Referred friend clicks on their Referral Link or uses QR Code (the “**Referral Invitation**”) to create a valid account on the ICONOMI platform that complies with ICONOMI General Terms and Conditions for the ICONOMI End Users; and (ii) the Referred friend completes a Qualifying Investment (as defined in point 4. of these Terms).

The Referring End user is entitled to receive the Iconomi Referral Commission amount(s) as specified in the Fee Schedule published on the Website, in the Referral Invitation or accompanying promotional materials after the completion of the Referred friend’s Qualifying Investment. A Referring End user earns Iconomi Referral Commission amounts from Referred Friend who have accepted his/her Referral Invitation for a period of at least two (2) years from the date of Referred friend’s account creation and is valid until ICONOMI’s further notice.

In case the Referred friend does not register directly through the Referral Invitation, the Referring End user is not entitled to receive Iconomi Referral Commissions from Referring friend’s investment activity.

### **4. QUALIFYING INVESTMENTS**

A Qualifying Investment is the investment of Referred friend into any Crypto Fund(s) and/or Personal Crypto Fund(s) available on the ICONOMI Platform (the “**Qualifying Investment**”). The Qualifying Investment is not limited with the minimum amount of investment.

The Qualifying Investment must be made via the ICONOMI Platform, and the Referred friend must complete the Qualifying Investment before the Referring End user can receive Iconomi Referral Commission from such a Qualifying Investment. A purchase will not be considered a Qualifying Investment, and therefore no Iconomi Referral Commission will be earned, if the Referred friend cancels the Qualifying Investment before it is completed or the Qualifying Investment is not validly confirmed and/or completed.

### **5. ICONOMI REFERRAL COMMISSION**

Iconomi Referral Commission is received by Referring End user for every Referred friend who meets the condition from point 3 of these Terms. The Referring End user participates on management fees, performance fees, entry fees and exit fees charged to the Referred friend by ICONOMI. The exit fee is subject to Iconomi Referral Commission only in case the exit fee of a certain Crypto Fund and/or Personal Crypto Fund exceeds 0.50% and only in the part of the exit fee above 0.50%.

Iconomi Referral Commissions are credited to Referring End user's account on the ICONOMI Platform in the form of Bitcoin (BTC) deposit. Referring End user may use Iconomi Referral Commissions in the same manner as using other cryptocurrency deposit on ICONOMI Platform and in accordance with the General Terms and Conditions for the ICONOMI End Users

The payout of Iconomi Referral Commissions is made on a monthly basis. The collected Iconomi Referral Commissions are credited to the Referring End user's account no later than the fifth (5th) day of the month for the previous month. There are no transaction costs for crediting the Iconomi Referral Commissions to the Referring End user's account. In case the Referring End user's Iconomi Referral Commission does not reach the amount of 0.000001 Bitcoin (BTC) in a single month, the Referring End user is not entitled to receive the Iconomi Referral Commission for that month nor is the Iconomi Referral Commission for that month transferable to the next month.

Iconomi Referral Commissions may not be earned by creating multiple ICONOMI accounts. Iconomi Referral Commissions accrued in separate ICONOMI accounts may not be combined into one ICONOMI account.

If for any reason you believe that there is a discrepancy regarding your balance of Iconomi Referral Commissions, please contact us. ICONOMI may require to submit additional information in order to make a determination regarding your balance. All decisions regarding your balance will be final and at ICONOMI's sole discretion.

You are responsible for any Tax consequences, if any, that may result from receiving and usage of Iconomi Referral Commissions. Where applicable, ICONOMI may be required to account for VAT on any services for which the Iconomi Referral Commissions are used.

## **6. SHARING REFERRAL INVITATIONS**

There is no limit to the number of sent Referral Invitations. However, referrals should be used solely for personal and non-commercial purposes. Referral Links or QR Codes (the "**Referral Invitations**") should not be published or distributed on commercial websites (such as coupon websites, Reddit, or other forums) or on blogs. End users are prohibited from "spamming" anyone with referral invitations. This includes mass emailing, texting or messaging people you do not know or using automated system or bots through any channel to distribute your referral invitations. End users are prohibited from paying to advertise their referral links. ICONOMI reserves the right to unable Referral Invitations, terminate the account on ICONOMI platform and/or accept any other appropriate measures to protect ICONOMI Referral Program and ICONOMI itself to any End user who misuse the ICONOMI Referral Program in the manner as described under this point.

## **7. REFERRED FRIENDS**

The Referred friends can use a Referral Invitation only once to create an account on the ICONOMI platform. The Referred friend cannot combine multiple Referral Invitations from different End users when creating an account on the ICONOMI platform.

The Referred friends who have created a valid account on the ICONOMI platform using Referral Invitation may also be entitled to receive a credit in accordance with the terms and conditions published and in the amount(s) and the form indicated in the Website's pop-up window or accompanying promotional materials (the "**Referred Credit**").

ICONOMI reserves the right to any remedy, including cancellation of Referred friend's account, purchase, investment and/or use of Referred Credit, if fraud, tampering, violations of these Terms, ICONOMI General Terms and Conditions for the ICONOMI End Users and/or ICONOMI Anti-Money Laundering Policy, or technical errors are suspected. Void where prohibited.

## **8. MULTIPLE REFERRALS**

A Referred friend may use one Referral Invitation. If a Referred friend receives Referral Invitations from multiple End users, only the End user associated with the Referral Invitation actually used by the Referred friend will receive Iconomi Referral Commission.

The ICONOMI Referral Program may not be combined with any other potential ICONOMI referral programs or incentives.

## **9. SEVERABILITY**

If any provision in these Terms are held invalid, void, or unenforceable, such provision (or the part of it that is making in invalid, void or unenforceable) will be stuck and not affect the validity and enforceability of the remaining provisions.

## **10. MISCELLANEOUS**

The ICONOMI Referral Program is a courtesy offered by ICONOMI and does not create any legal obligations that may be enforced in front of the court. ICONOMI Referral Program is made solely for promotional purposes of ICONOMI.

Any initiated friend referrals which are still pending after one year will be deleted.

## **11. TERMINATION AND CHANGES**

ICONOMI may suspend, change or terminate the ICONOMI Referral Program, these Terms, including the user's ability to participate in the ICONOMI Referral Program at any time for any reason.

We reserve the right to suspend ICONOMI accounts and/or remove Iconomi Referral Commissions or Referred Credits if we notice any activity that we believe is abusive, fraudulent, or in violation of these Terms, ICONOMI General Terms and Conditions for the ICONOMI End Users and/or ICONOMI Anti-Money Laundering Policy. We reserve the right to review and investigate all referral activities and to suspend ICONOMI accounts or modify referrals in our sole discretion as deemed fair and appropriate. We

may credit back any Iconomi Referral Commission and/or Referred Credit that was already paid out to the Referring End user and/or Referred friend.

## **12. UPDATE TO THE TERMS**

We reserve the right to update, change, modify, add, or remove portions of these Terms at any time for any reason without prior notice. If we modify these Terms, we will post the modification on the ICONOMI website, which are effective immediately upon posting. Continued participation on the ICONOMI Referral Program after any modification of these Terms shall constitute consent to such modification.