



Affiliate Program Agreement - APA

Agreement Details

Bonus Schedule															
Affiliate	<p>For you to become an AWS Capital Group Affiliate you must agree to the following terms and conditions:</p> <ol style="list-style-type: none">1. Complete the Business Principles training.2. Purchase at least one Mining Hardware. Machine prices may vary based on market conditions.3. In order to remain as an active Affiliate, you will be required each month to pay the Hosting Fee for your Mining Hardware.														
Referral Bonus	<p>AWS Capital Group will pay commissions up to 15% of the USD value of any hardware purchased by your Direct and Indirect Referrals, provided the following terms and conditions:</p> <ol style="list-style-type: none">1. You must have at least one (1) Active Mining Hardware hosted with AWS Capital Group;2. The Referral Bonus will be paid instantly and distributed according to the pay table below: <table><tr><td>LEVEL 1</td><td>10%</td></tr><tr><td>LEVEL 2</td><td>2%</td></tr><tr><td>LEVEL 3</td><td>1%</td></tr><tr><td>LEVEL 4</td><td>1%</td></tr><tr><td>LEVEL 5</td><td>1%</td></tr></table>	LEVEL 1	10%	LEVEL 2	2%	LEVEL 3	1%	LEVEL 4	1%	LEVEL 5	1%				
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Residual Bonus	<p>AWS Capital Group will distribute 12% of the Hosting Fees paid on each hardware subject to the following terms and conditions.</p> <ol style="list-style-type: none">1. The Residual Bonus will be paid automatically when clients on your network pays their monthly hosting fee and if the total sum is equal or greater than USD \$0.01.2. The Residual Bonus will be credited to each eligible Affiliate's Account in USD.3. The Residual Bonus will be distributed amongst affiliates according to the pay table below: <table><tr><td>LEVEL 1</td><td>2%</td></tr><tr><td>LEVEL 2</td><td>2%</td></tr><tr><td>LEVEL 3</td><td>2%</td></tr><tr><td>LEVEL 4</td><td>2%</td></tr><tr><td>LEVEL 5</td><td>2%</td></tr><tr><td>LEVEL 6</td><td>1%</td></tr><tr><td>LEVEL 7</td><td>1%</td></tr></table>	LEVEL 1	2%	LEVEL 2	2%	LEVEL 3	2%	LEVEL 4	2%	LEVEL 5	2%	LEVEL 6	1%	LEVEL 7	1%
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LEVEL 7	1%														

Terms and Conditions

These are the terms and conditions on which **AWS LLC** (doing business as AWS CAPITAL GROUP) of Moscow, Russian Federation (AWS Capital, us, we or our) pays Affiliates of AWS Capital Group (**Affiliate, you or your**) for referring new customers to AWS Capital Group.

1. Definitions

Where appearing in this agreement, the following words have the following meanings set out below.

Account means your account associated with AWS Capital Group.

Active Hardware means a Hardware with the Hosting Fee paid, which has neither been cancelled nor terminated.

Affiliate means any person who participates in the Affiliate Program.

Affiliate Program means the arrangements by which AWS Capital Group pays bonuses to you as an active Affiliate, as set out in this agreement.

Bonus means the bonuses or commissions listed in the Bonus Schedule.

Bonus Schedule means the list of bonuses that you are eligible to receive for participating in the Affiliate Program.

Hosting Contract is the unique contract between a person and AWS Capital Group which is formed each time the person purchases a mining hardware.

Country means the country in which you reside or have your place of residence.

Materials mean documents, brochures, or materials provided by AWS Capital Group to assist you to participate in the Affiliate Program.

Mining Platform means the website portal through which AWS Capital Group's services are provided.

Referral means a person you refer to AWS Capital Group.

Referral Bonus and **Residual Bonus** have the meaning set out in the Bonus Schedule.

Relevant Laws mean all law, legislation or legislative provision, any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision which apply to the services provided by AWS Capital Group under a Hosting Contract and to this Agreement.

Teams mean the Teams and Downlines you create in order to qualify for applicable Bonuses.

USD means US Dollars.

2. Affiliate Program

2.1 Referrals

2.1.1 You may refer persons to AWS Capital Group for the purpose of purchasing Products and Services at any time in accordance with the terms and conditions of this agreement.

2.1.2 Each person referred to AWS Capital Group may choose their own Sponsor. If two Affiliates claim to have referred the same person, the Affiliate first named by the person will be deemed to have referred that person.



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- 2.1.3 You may only discuss this Affiliate Program with Referrals after they have purchased a Product or Service.

3. Bonuses

3.1 Eligibility and Payment

- 3.1.1 To be eligible to receive a Bonus under this agreement, you must purchase at least one Mining Hardware.
- 3.1.2 We will pay you the Bonuses set out in the Bonus Schedule if you meet the conditions for payment specified in the Bonus Schedule.
- 3.1.3 All Bonuses will be credited to your Account in USD.

3.2 Taxes

- 3.2.1 All amounts payable under this agreement are exclusive of any taxation liability which may arise. AWS Capital Group will pay such taxes as it is liable to pay on those amounts and will remit the after tax balance to the entitled recipient.
- 3.2.2 Subject to the above, you are liable to pay tax on your earnings from this agreement.

3.3 Your Account

- 3.3.1 AWS Capital will provide you with online access to information about your Bonuses, including, but not limited to the following:
 - a. Bonuses paid to you and your Referrals and Affiliates;
 - b. Activity of your Referrals and Affiliates;
 - c. Withdrawals.
- 3.3.2 The information in your Account is confidential and constitutes proprietary information and business trade secrets belonging to AWS Capital Group. You may use that information for the purpose of assisting, motivating, and training your Referrals and Affiliates.
- 3.3.3 You must not do the following with information in your Account:
 - a. Disclose it to any third party;
 - b. Use it to compete with AWS Capital Group; or
 - c. Solicit any customer of AWS Capital Group or induce any Affiliate to alter their business relationship with AWS Capital Group.
- 3.3.4 AWS Capital Group may, at its absolute discretion, terminate your access to your Account thirty (30) business days after termination of this Agreement and withhold any balance on your behalf, including all Bonuses paid.

3.4 Withdrawals

- 3.4.1 You may withdraw Bonuses at any time that the value of the Bonuses in your Account is equal or greater than 0.001 BTC.
- 3.4.2 You may only withdraw Bonuses in the cryptocurrency/ies that AWS Capital Group makes available for Bonus withdrawals on the Platform.
- 3.4.3 Due to regulatory compliance requirements, you need to complete your KYC (Know Your Customer) validation in order to enable withdrawals. This can be done in the Profile section of your virtual office.

3.5 Availability is not guaranteed

While AWS Capital Group will do its best at all times to fulfill your withdrawal request, it does not guarantee that it will fulfill a withdrawal request in whole or in part in the cryptocurrency of your choice. You acknowledge and agree that:

- 3.5.1 AWS Capital Group may not hold sufficient cryptocurrency of the type you request to withdraw; and
- 3.5.2 In that event, you will withdraw your Bonuses in such cryptocurrency as AWS Capital Group makes available at the time of withdrawal.

3.6 Remittance of Bonuses

- 3.6.1 AWS Capital Group will remit the cryptocurrency/ies that you nominate for payment of your Bonuses to a digital wallet.
- 3.6.2 You acknowledge and agree that AWS Capital Group may retain your Cryptocurrency on your behalf until you notify it of your digital wallet address.



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- 3.6.3 You are responsible for correctly recording your digital wallet address in your Account. You acknowledge and agree that AWS Capital Group is not responsible for any losses which occur as a result of the provision of an incorrect digital wallet address.

4. The Parties' Obligations

4.1 AWS Capital Group's obligations

AWS Capital Group agrees it will provide you with:

- 4.1.1 Induction and ongoing training regarding the nature and operation of the Affiliate Program; and
- 4.1.2 Materials to assist you to promote the Affiliate Program to actual and potential Referrals.

4.2 Affiliate's responsibilities

As an Affiliate, you are responsible for the following:

- 4.2.1 Training your Referrals and Affiliates on the operation of the Affiliate Program, their responsibilities as Affiliates and the terms of this Agreement; and
- 4.2.2 Regularly communicating with your Referrals and Affiliates about the Affiliate Program, their responsibilities and their performance.

4.3 Affiliate's obligations

As an affiliate, you agree that you will, at all times during the term of this agreement:

- 4.3.1 Attend or otherwise complete any induction and ongoing training required by AWS Capital Group;
- 4.3.2 Only provide the most current version of the Contracts and the Materials to potential and actual Referrals;
- 4.3.3 Comply with the terms of this Agreement and all reasonable directions of AWS Capital Group in relation to your conduct as an Affiliate;
- 4.3.4 Take reasonable steps to monitor that your Affiliates comply with the terms of this Agreement and all reasonable directions of AWS Capital Group in relation to their conduct as an Affiliate;
- 4.3.5 Promptly notify us if you become aware of any Team Affiliate who breaches the terms of this Agreement and any reasonable directions of AWS Capital Group in relation to their conduct as an Affiliate; and
- 4.3.6 Comply with all Relevant Laws.

4.4 Prohibited conduct

- 4.4.1 You must not (and must take reasonable steps to ensure that your Referrals and Affiliates do not) do the following during the term of and after termination of this Agreement:
- a. Use any Materials that are not provided or approved by AWS Capital Group to promote product and services or this Affiliate Program;
 - b. Promote AWS Capital Group, Products, Services, Contracts or this Affiliate Program in any manner other than is permitted by AWS Capital Group. In particular, you must not promote the Affiliate Program to actual or potential Referrals before they have purchased a hardware;
 - c. Mislead or deceive any person regarding the features or actual or potential benefits of purchasing products and services or participating in the Affiliate Program;
 - d. Require or encourage any actual or potential Referral to purchase any other product or service as a condition of purchasing or joining this Affiliate Program;
 - e. Enroll any individual or entity who is already an Affiliate as a Referral or Team Affiliate;
 - f. Engage in any conduct that will, or is likely to, damage AWS Capital's reputation;
 - g. Engage in any fraudulent, misleading or deceptive conduct in relation to Mining and the Affiliate Program;
 - h. Engage in any conduct that would artificially inflate your eligibility for Bonuses including, but not limited to:
 - i. Opening Accounts with AWS Capital Group for non-existent persons or entities;
 - ii. Purchasing products and services on behalf of another person or entity;
 - iii. Opening Multiple Accounts to manipulate the affiliate program system;
 - iv. Purchasing excessive amounts of products and services that cannot reasonably be used;
 - v. Any other mechanism or artifice to qualify for rank advancement, incentives, prizes, Commissions or Bonuses that is not driven by bona fide.



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4.4.2 You must not (and must take reasonable steps to ensure that your Referrals and Affiliates do not) do the following during the term of and for six (6) months following termination of this Agreement:

- a. Promote, market, sell or attempt to sell any product similar to a product and service;
- b. Disclose your earnings from the Affiliate Program to any actual or potential Referral;
- c. Directly or indirectly promote any other network marketing opportunity to any person you have referred to AWS Capital Group.

4.5 Change of Contact Details

For safety reasons, the request for email change must be made from your original email account. i.e.: John registered john@hotmail.com and wants to change to john@gmail.com. He needs to send an email to support@awscapitalgroup.com from his hotmail.com and inform the following:

- a. Current Username:
- b. Current Name:
- c. Current Email:
- d. New Email:
- e. It is not possible to change Name nor Username.

5. Intellectual Property Rights

5.1 Ownership

You acknowledge that any copyright, trademark or any other intellectual property rights in the documents or Materials provided by AWS Capital Group is owned solely by AWS Capital Group.

5.2 Licence

AWS Capital Group grants the Affiliate a non-exclusive and revocable licence to use any copyright, trademark or any other intellectual property rights, whether registered or otherwise, contained in the Materials.

5.3 No assignment

You must not assign, lease or sell your licence to use any intellectual property right contained in the documents or materials that we provide you.

6. Termination

6.1 Termination on inactive HOSTING Contract

This agreement automatically terminates if you do not hold an Active HOSTING Contract for more than six (6) months.

6.2 Termination by Affiliate

You may terminate this agreement at any time by giving written notice to AWS Capital Group.

6.3 Termination for cause

AWS Capital Group may terminate this agreement by written notice to you with immediate effect in the following circumstances:

- 6.3.1 AWS Capital Group reasonably suspects that you are, or will be, in breach of your obligations in under this Agreement; or
- 6.3.2 You are in breach of a Relevant Law and the breach cannot be remedied.

6.4 Effect of termination

If this agreement is terminated for any reason:

- 6.4.1 You may be entitled to withdraw all Referral Bonuses accrued up to and including the date of termination;
- 6.4.2 You may not refer any further persons to AWS Capital Group;
- 6.4.3 You are not entitled to receive Bonuses in respect of future referrals made by your Referrals and Affiliates;
- 6.4.4 You must not represent yourself as an Affiliate of AWS Capital Group; and
- 6.4.5 You must return all Materials to AWS Capital Group, or destroy them.



7. Indemnity and Limitation of Liability

7.1 Affiliate indemnifies AWS Capital Group

- 7.1.1 You are fully responsible for all of your verbal and written statements made regarding AWS Capital Group and the Affiliate Program which are not expressly contained in official AWS Capital Group materials.
- 7.1.2 You agree to indemnify AWS Capital Group and our directors, officers, employees, and agents, and hold them harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by AWS Capital Group as a result of your unauthorized representations or actions.
- 7.1.3 This clause 7.1 – 7.1.3 survives termination of this agreement.

7.2 Force majeure

AWS Capital Group shall not be responsible for failure to perform, or delay in performing, an obligation if it satisfies all of the following conditions in relation to the failure or delay:

- 7.2.1 The failure or delay arose from a cause beyond the reasonable control of AWS Capital Group, including, but not limited to an act of God, strike, lockout, other industrial disturbance or labour difficulty, war, act of public enemy, blockade, revolution, riot, insurrection, civil commotion, lightning, storm, flood, fire, earthquake, explosion, embargo, unavailability of any essential equipment or materials, unavoidable accident, lack of transportation, or anything done or not done by or to a person, government or other competent authority, except the party relying on force majeure.
- 7.2.2 AWS Capital Group took all reasonable precautions against that cause and did its best to mitigate its consequences. This does not require AWS Capital Group to settle a labour dispute if, in AWS Capital Group's opinion, that is not in its best interests.
- 7.2.3 AWS Capital Group gave you notice of the cause as soon as practicable after becoming aware of it.
- 7.2.4 If the cause and the resulting failure or delay lasts for more than 60 days, both you and AWS Capital Group may terminate this agreement immediately by giving the other written notice.

7.3 No liability for indirect loss

AWS Capital Group is not liable in any circumstances whatsoever for any incidental, consequential, or indirect damages (including, but not limited to, damages for lost profits, business interruption, loss of programs or information, and the like) in connection with this agreement, even if AWS Capital Group has been advised of the possibility of such damages.

7.4 Cap on damages

AWS Capital's maximum aggregate liability to you under or in connection with this agreement, in respect of any direct loss (or any other loss to the extent that such loss is not excluded by clauses 7.2 and 7.3 above or otherwise), whether such claim arises in contract or in tort, shall not exceed the amount of the USD equivalent of the remuneration paid to you in the past 2 years, calculated at the time such remuneration was paid.

7.5 Invalidity

In any Country in which the exclusions or limitations of liability in this clause 7 are invalid by operation of a Relevant Law, AWS Capital Group's liability is limited to the greatest extent permitted by law in that Country.

8. Dispute Resolution

8.1 Disputes

If a dispute (**Dispute**) arises out of or relates to this agreement (including any dispute as to a breach or termination of the agreement or as to any claim in tort, in equity or pursuant to any Relevant Laws) a party to the agreement may not commence any court or arbitration proceedings relating to the dispute unless it has complied with this clause 8, except where the party seeks urgent interlocutory relief.

8.2 Notice of Dispute

A party to this agreement claiming that a Dispute has arisen under or in relation to this agreement must give written notice to the other party to this agreement specifying the nature of the Dispute.



8.3 Parties must endeavour to resolve

On receipt of that notice by that other party, the parties must endeavour to resolve the Dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or determination or similar techniques agreed by them.

8.4 Referral to mediation

If the parties do not agree within five (5) business days of receipt of the notice (or such further period as agreed in writing by them) as to:

8.4.1 The dispute resolution technique and procedures to be adopted;

8.4.2 The timetable for all steps in those procedures; and

8.4.3 The selection and compensation of the independent person required for such technique, the parties shall refer the dispute to proceedings under the International Chamber of Commerce Mediation Rules. If the dispute has not been settled pursuant to the said Rules within forty five (45) days following the filing of a request for mediation or within such other period as the parties may agree in writing, such dispute shall thereafter be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration.

9. Notices

9.1 Giving Notices

A notice, consent, information, application or request that must or may be given or made to a party under this agreement is only given or made if it is in writing and sent in one of the following ways:

9.1.1 delivered or posted to that party at the address; or

9.1.2 emailed to that party at the email address, most recently provided by that party to the other party.

9.2 Change of Addresses

If a party gives the other party three (3) business days' notice of a change of its address or email address, a notice, consent, information, application or request is only given or made by that other party if it is delivered, posted or emailed to the latest address or email address.

9.3 Time Notice is Given

A notice, consent, information, application or request is to be treated as given or made at the following time:

9.3.1 if it is delivered, when it is left at the relevant address;

9.3.2 if it is sent by post, two (2) business days after it is posted; or

9.3.3 if it is sent by email, as soon as the sender's information system sends the email to the recipient's email box provided that the sender does not receive a message sent by the recipient's information system advising the sender that the recipient has not received the email.

9.4 Receipt After Business Hours

If a notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

10. Miscellaneous

10.1 Interpretation

In the interpretation of these terms and conditions, the following provisions apply unless the context otherwise requires:

10.1.1 A reference in this agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Russian Federation.

10.1.2 A reference to a time of day means the time of day in Russian Federation.

10.1.3 If the day on which any act, matter or thing is to be done under this agreement is not a business day, the act, matter or thing must be done on the next business day.

10.1.4 An expression importing a natural person includes company, trust, partnership, joint venture, association, body corporate or governmental agency.



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10.1.5 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

10.1.6 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.

10.1.7 References to the word 'include' or 'including' are to be construed without limitation.

10.2 Relationship of the parties

This agreement does not constitute a relationship of partnership, joint venturer or employment between you and AWS Capital Group or any of its employees, consultants, agents or subcontractors.

10.3 Severability

If a clause or part of a clause of these terms and conditions can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from these terms and conditions, but the rest of these terms and conditions are not affected.

10.4 Waiver

The fact that a party fails to do, or delays in doing, something the party is entitled to do under this agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another party. A waiver by a party is only effective if it is in writing. A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

10.5 Assignment

You may not assign any of your rights or obligations under this agreement without AWS Capital Group's prior written consent. AWS Capital Group may assign its rights and obligations under this agreement without your consent.

10.6 Variations

Provided your rights and obligations are not materially adversely affected, AWS Capital Group may vary these terms and conditions on providing 30 days written notice to you.

10.7 Governing law and jurisdiction

This agreement governed by the laws of Russian Federation. By entering into this agreement, you agree to submit to the non-exclusive jurisdiction of its courts and courts of appeal from them and to not object to the exercise of jurisdiction by those courts on any basis.