

Affiliate Agreement

MaviBot L.L.C-FZ

Company Address: Meydan Grandstand, 6th floor,
Meydan Road, Nad Al Sheba, Dubai, U.A.E.

02/23/2026

BY REGISTERING AND CLICKING TO THE "BECOME AN AFFILIATE" BUTTON TO THE MAVIBOT.AI AFFILIATE PROGRAM AS AN AFFILIATE PARTNER, THE AFFILIATE HEREBY AGREES, ACKNOWLEDGES, ACCEPTS THE TERMS AND CONDITIONS OF THIS AFFILIATE MARKETING PROGRAM AGREEMENT (THE "AGREEMENT").

BETWEEN:

1. LIMITED LIABILITY COMPANY-FZ MAVIBOT (MAVIBOT L.L.C-FZ) with address Meydan Grandstand, 6th floor, Meydan Road, Nad Al Sheba, Dubai, U.A.E. ("Mavibot"), and
2. The Affiliate, whose details are set out in the Affiliate Partner Form (the Affiliate Partner Form) (the "Affiliate").

Affiliate and Mavibot may each be referred to in this Agreement as a "Party" and collectively as the "Parties". The Affiliate is engaged in the promotion of services of Mavibot.AI to include:

- a chatbot builder,
- a course builder,
- an online store, a website and landing page builder;
- a quiz form builder;
- a CRM-system;
- an email campaigns builder, etc.

The administration of the MaviBot.ai website ("the Company," "MaviBot," "we," or "us") is committed to protecting your privacy on the Internet. We place a high priority on securing the personal and other data you provide to us. Our privacy practices are based on the European Union's General Data Protection Regulation (GDPR) and the United Arab Emirates' Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data (the "Personal Data Protection Law"). These regulations form an integrated framework designed to ensure the confidentiality of information and protect the privacy of individuals in the UAE.

DEFINITION

1. **Affiliate** – an individual or legal entity registered in the Affiliate Program and approved by the Company.
2. **Affiliate Link** – a unique tracking link generated for the Affiliate.
3. **Affiliate Promo Code** – a unique promotional code assigned to the Affiliate.

4. **Referred Users (Referrals)** – persons meeting the criteria set forth in the “Referrals” section of this Agreement.

5. **Referral Project** – a project created within the Service that qualifies under the “**Referral project**” section of this Agreement.

6. **Paid Subscription** – any paid tariff plan or additional paid services offered by the Company.

SUBJECT OF THE AGREEMENT

1. This Agreement establishes the terms under which an Affiliate may participate in the Company’s Affiliate Program, through which the Affiliate may share and distribute:

- a unique Referral Link (for registering on the Company’s official website);
- and/or a unique Affiliate Promo Code (for creating projects).

2. When a referred user completes the Target Actions and pays for Paid Subscriptions, the Affiliate is entitled to receive a commission under the terms of this Agreement.

3. Participation in the Affiliate Program does not create any employment, agency, partnership, or joint venture relationship. The Affiliate is an independent marketing partner acting at their own risk.

4. The Company may, at its sole discretion, accept or reject any applicant for participation in the Affiliate Program without providing reasons.

PARTICIPATION REQUIREMENTS AND ACCEPTANCE

1. Participation is open only to individuals who:

- are at least 18 years old; or
- have reached the age of majority according to the laws of their country of residence.

2. By clicking the “Become an Affiliate” button, you confirm that you have read this Agreement and agree to all its terms fully and unconditionally.

3. Upon clicking the “Become an Affiliate” button, this Agreement is deemed executed electronically and has full legal effect.

4. If you do not agree to the terms of this Agreement, you may not participate in the Affiliate Program.

TARGET ACTIONS

1. For the purposes of this Agreement, Target Actions by a referred user are:

- registration on the Company’s official website;
- creation of a project;

- payment for Paid Subscriptions.

2. Only when all Target Actions are completed may a user be recognized as a Referral, and the associated project as a Referral Project.

PROHIBITED CONTENT AND RESOURCES

1. The Affiliate must not place their Referral Link or Promo Code on any resources containing:

- content that insults, defames, or infringes on the rights of individuals;
- pornographic content or material involving sexual exploitation;
- content promoting violence, weapons, extremism, or terrorism;
- advertisements for drugs, psychotropic substances, or other illegal drugs;
- any other resources or content prohibited by applicable law.

2. Placement of an Affiliate Link or an Affiliate Promo Code on prohibited resources may result in:

- forfeiture of all accrued commissions;
- suspension or termination of participation in the Affiliate Program;
- account termination of the Affiliate.

3. The Affiliate is fully responsible for complying with these restrictions and must ensure that all resources used meet the requirements of this Agreement.

COMMISSION

1. The Affiliate is entitled to a 10% commission on each Paid Subscription purchased:

- via the Affiliate's Referral Link; or
- via a Referral Project created using the Affiliate's Promo Code.

2. Commissions are paid on a lifetime basis, as long as the Referral continues to pay for the corresponding Referral Project.

3. **Promo Code Priority:** If a user registers via one Affiliate's Referral Link but uses another Affiliate's Promo Code when creating a project, the commission will be awarded to the Affiliate whose Promo Code was used.

4. Commission is payable only to the Affiliate whose Promo Code was used. Assignment of commissions or client transfers to third parties is prohibited.

5. All commissions earned by the Affiliate under this Agreement shall be credited to the MaviBot Affiliate Account. The Affiliate Account does not constitute a payment instrument, and

the credits therein cannot be used for payments outside of the MaviBot platform, including, without limitation, in retail stores, online marketplaces, or any third-party services.

6. The Affiliate may apply the credits held in the Affiliate Account toward the payment of subscriptions and services provided by MaviBot.

7. The Affiliate may request a withdrawal of credits from the Affiliate Account to their designated bank account(s), at a rate of 1 (one) credit = 1 (one) USD.

8. Withdrawals from the Affiliate Account are subject to a minimum threshold of 200 USD per transaction.

9. MaviBot reserves the right, at its sole discretion, to suspend or terminate any commission payments under the Affiliate Program with or without any cause and with or without prior notice. Additionally, MaviBot may revoke the Affiliate's access to the Affiliate Program and/or the MaviBot platform (maviBot.ai) at any time, without prior notice.

REFERRALS

1. A Referral is a user who:

- registered via the Affiliate's Referral Link and paid for Paid Subscriptions;
- created a project using the Affiliate's Promo Code and paid for Paid Subscriptions;
- paid for a Referral Project that meets the conditions of this Agreement.

Users not meeting these criteria are not considered Referrals.

REFERRAL PROJECTS

1. A Referral Project is recognized if:

- it was created using an Affiliate's Promo Code;
- the payment was made directly by the project owner;
- the details of the person issuing the invoice (or initiating payment) match the details of the person making the payment.

2. A project is not considered a Referral Project if:

- the invoice was issued in the Affiliate's name;
- the Affiliate initiated the payment;
- invoice issuer and payer details do not match;
- the Affiliate created the project with their own Promo Code and paid for it themselves;
- a new account was registered via the Affiliate's Referral Link and payment was made to the Affiliate's account;
- payment was made from the Affiliate's balance;
- payment was made by third parties not related to the project;
- other manipulations intended to artificially generate commission.

3. In the event of simultaneous use of a Referral Link and a Promo Code from different Affiliates, the Promo Code takes priority.

EXCLUSIONS FROM COMMISSION

1. Commission is not payable:
 - if the project is not a Referral Project;
 - if the user is not a Referral;
 - if the Affiliate initiated payment themselves;
 - if the Affiliate created a project using their own Promo Code and paid for it;
 - if the invoice was issued from the Affiliate's account;
 - if payment was made by third parties not related to the project;
 - for payments for online courses, training materials, or educational programs;
 - for payments for separate support packages;
 - for payments unrelated to Paid Subscriptions.

COMMISSION PAYMENTS

1. Commission is calculated automatically based on the Company's system data.
2. To receive payment, the Affiliate must provide accurate payment documentation (e.g., invoice) through the Affiliate dashboard.
3. If the Affiliate fails to provide required documentation, the Company may suspend or withhold commission payments.
4. The Affiliate is responsible for complying with tax laws in their jurisdiction.

AFFILIATE STATUS

1. After the first confirmed commission, the Affiliate receives the status "Affiliate."
2. Status is not granted if the payment was made by a user who does not qualify as a Referral, or if the project is not a Referral Project.

INDEPENDENCE OF PARTIES

1. Participation in the Affiliate Program is voluntary.
2. This Agreement does not create any employment, agency, partnership, or joint venture relationship.

GOVERNING LAW AND DISPUTES

1. This Agreement is governed by the laws of the United Arab Emirates.
2. Any disputes will be resolved under the jurisdiction of the competent courts in the location of the Company's registration, unless otherwise required by applicable mandatory law.

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