

BrainTrade Ambassadors Program

Terms and Conditions

Introduction

1. Braintrade (www.thebraintrade.com) ("**BrainTrade**" or the "**Website**") is operated by BT Nexus Limited (the "**Company**", "**we**", "**us**" or "**our**"). All content and services provided by the Company are for educational and general marketing purposes only and do not constitute investment advice.
2. The present terms and conditions (the "**Ambassador Terms**") govern the BrainTrade Ambassadors Program (the "**Program**"), a 'refer-a-friend' program under which eligible users of the Company that have been approved as ambassadors (each an "**Ambassador**") may refer new users to BrainTrade and receive certain rewards in accordance with these Ambassador Terms.
3. By applying to become an Ambassador (including by clicking "Become Ambassador" on the Website), by accepting an invitation to join the Program, or by otherwise participating in the Program, you confirm that you have read, understood and agree to be legally bound by these Ambassador Terms, as well as by the [Terms and Conditions](#) and [Privacy Policy](#) which apply in addition to these Ambassador Terms.
4. The Program operates on a continuous basis. The Company may, from time to time, offer additional time-limited campaigns to Ambassadors (such as prize promotions), which will be governed by separate, specific terms and conditions in addition to these Ambassador Terms.

Definitions

5. In these Ambassador Terms, the following definitions apply:
 - a) "**Active User**" means a user of the Company's services who has passed the Company's identity, eligibility and verification checks and who holds an Active Package;
 - b) "**Active Package**" means a paid BrainTrade package above the Default level which remains valid and has not been cancelled, refunded, charged back, downgraded to a lower level, or otherwise invalidated;
 - c) "**Ambassador Code**" means the unique referral code allocated to an approved Ambassador, which corresponds to the Ambassador's BrainTrade user identification number, and includes the Ambassador's personal referral link;
 - d) "**Eligible Referred User**" means a new user who registers with BrainTrade using a valid Ambassador Code and who satisfies all of the conditions set out these Ambassador Terms.

Participating Markets and Ambassador Eligibility

6. The Program is available only to residents in specific countries as notified by the Company. Residents of any other jurisdiction, and any jurisdiction where the Program would be unavailable and/or not allowed, are not eligible to participate.
7. To be eligible to become and remain an Ambassador, a person must, at all times:
 - a) be an Active User of the Company;
 - b) be at least 18 years of age and have full legal capacity;
 - c) hold an educational Active Package above the Default level;
 - d) have applied to join the Program or have been invited to participate in it;
 - e) have been reviewed and verified internally by the Company;
 - f) has successfully completed any identity, eligibility or fraud-prevention checks reasonably required by the Company; and

- g) remains an Active User throughout their participation in the Program.
- 8. Active User(s) who do not meet the criteria of these Ambassador Terms are not eligible to participate as Ambassadors.
- 9. The Company reserves the right, at its sole discretion, to reject any application to the Program, including where the applicant is not considered legitimate, where a concerns exist, or where the applicant does not meet the eligibility requirements.

Application, Approval and Ambassador Code

- 10. A user may apply to join the Program by submitting the ambassador application form on the Website or by accepting an invitation to participate in the Program. Submission of an application does not guarantee acceptance into the Program.
- 11. Upon approval, a representative of the Company will contact the Ambassador to explain the Program and the Ambassador will receive their Ambassador Code and personal referral link.
- 12. The Ambassador Code is personal to the Ambassador and is non-transferable. The Ambassador is responsible for the use of their Ambassador Code and referral link.

Eligible Referred User

- 13. Ambassadors may share their Ambassador Code and referral link with other people so that they can register with BrainTrade.
- 14. A new user will count as an Eligible Referred User of an Ambassador only when all of the following conditions are satisfied:
 - a) the user registers with BrainTrade for the first time using the Ambassador's valid Ambassador Code or referral link, and has not previously registered (directly or indirectly) with the Company;
 - b) the user successfully completed any identity, eligibility or fraud-prevention checks reasonably required by the Company;
 - c) the user acquires a training package and utilises the services provided by the Company; and
 - d) the user purchases and maintains an Active Package.
- 15. For the avoidance of doubt, a user who registers with an Ambassador Code but does not acquire and maintain an Active Package does not count as an Eligible Referred User for the purposes of any reward.
- 16. All rewards under the Program relate solely to the acquisition of BrainTrade educational packages by Eligible Referred Users.
- 17. Attribution of Eligible Referred User is determined exclusively by the Company's records. The Ambassador Code must be used at the time of the Eligible Referred User's registration. Where more than one Ambassador claims the same referral, the first valid attribution recorded in the Company's systems shall prevail.

Ambassador Rewards

- 18. Subject to these Ambassador Terms and confirmation of eligibility by the Company, an Ambassador is eligible for the following rewards:
 - a) a one (1) week extension of the duration of the Ambassador's current package for each Eligible Referred User;
 - b) an upgrade of the Ambassador's package tier, including an increased monthly AI query allowance, upon reaching five (5) Eligible Referred Users;

- c) exclusive invitations to webinars, live events and similar sessions, upon reaching more than one (1) Eligible Referred User; and
 - d) eligibility to be included in future campaigns offered by the Company to Ambassadors, subject in each case to the applicable campaign specific terms.
19. Rewards are granted only after validation by the Company in accordance with clause 26 and will be applied to the Ambassador's account afterwards.
20. Rewards are personal to the Ambassador, are non-transferable, cannot be exchanged, and have no cash value or cash alternative.
21. The Company reserves the right to modify the rewards offered under the Program or to substitute any reward with a reward of equal or greater value, by updating these Ambassador Terms or the relevant Website section.

Ambassador Conduct

22. When participating in the Program, the Ambassador must:
- a) share their Ambassador Code honestly and only with personal contacts, and refrain from any form of unsolicited mass communication (spam), paid advertising using the Company's brand, or misleading practices;
 - b) not misrepresent BrainTrade, its services or the Program;
 - c) comply with all applicable laws, including marketing, consumer protection and data protection laws, in each applicable country; and
 - d) not provide any advice, including investment advice, financial or personal recommendations, represent themselves as acting on behalf of the Company or otherwise engage in any activity that requires authorisation.
23. Ambassadors act in a personal capacity. Nothing in these Ambassador Terms creates any employment, agency, partnership or similar relationship between the Ambassador and the Company, and the Ambassador has no authority to act on behalf of, or bind, the Company in any way.

Exclusions and Invalid Referrals

24. The following will not count towards any reward and may lead to disqualification from the Program:
- a) self-referrals, including registrations made by the Ambassador using their own or a related person's details;
 - b) duplicate accounts;
 - c) fraudulent, suspicious or manipulated registrations;
 - d) referrals created using false, incomplete or misleading information;
 - e) users who do not successfully complete any identity, eligibility or fraud-prevention checks reasonably required by the Company;
 - f) users whose package is cancelled, refunded, charged back, downgraded to the Default level or otherwise invalidated;
 - g) Ambassadors who do not remain Active Users during their participation in the Program;
 - h) Any conduct which, in the Company's reasonable opinion, is undertaken in bad faith or primarily for the purpose of obtaining the benefits awarded from the Program without genuinely participating in or supporting the legitimate objectives of the Ambassador Program or any campaign, including any attempt to circumvent these Ambassador Terms or artificially satisfy the qualification criteria; and

- i) any other activity which the Company, acting reasonably, considers abusive, fraudulent or contrary to the purpose of the Program.
25. The Company reserves the right to withhold, revoke or reclaim any reward, to disqualify any Ambassador or referred user, and to suspend or terminate any Ambassador's participation in the Program, in cases of abuse, fraud, non-compliance or breach of these Ambassador Terms and the Terms and Conditions.

Validation

26. All rewards are subject to prior validation by the Company. Before granting any reward, the Company will verify, on the basis of its own records, that the Ambassador has been approved and remains an Active User with an Active Package, that the relevant Eligible Referred Users satisfy these Ambassador Terms and/or any other campaign terms, and that no exclusion applies.

Personal Data

27. Personal data provided in connection with the Program will be processed by the Company in accordance with its [Privacy Policy](#), available on the Website.
28. Referrals are made by the referred person registering directly through the Ambassador's referral link or by entering the Ambassador Code themselves.

Duration, Amendments and Termination

29. The Company may amend these Ambassador Terms and may suspend or terminate the Program in whole or in part, at any time upon notification. Any amendments will not affect rewards already validated at the date of the amendment.
30. An Ambassador may withdraw from the Program at any time by giving notice to the Company through the contact details on the Website.

Liability

31. The Company shall not be liable for any indirect, incidental, special or consequential loss or damage, or for any loss arising from technical failures, interruptions or errors affecting the Website, the Program or any third-party systems or services, delays in the delivery of any reward caused by third parties, or the acts or omissions of any third-party service providers, to the fullest extent permitted by applicable law.

General

32. BrainTrade provides educational services only. Nothing in the Program or these Ambassador Terms constitutes investment or financial advice, or an offer, invitation or inducement to buy, sell or trade any financial instrument.
33. Ambassadors are solely responsible for any personal tax or similar obligations arising from rewards received under the Program.
34. If any provision of these Ambassador Terms is held invalid or unenforceable, the remaining provisions shall remain in full force and effect. No failure by the Company to enforce any provision shall constitute a waiver of it.
35. These Ambassador Terms may be made available in other languages for convenience. In the event of any inconsistency, the English version shall prevail at all times.
36. These Ambassador Terms shall be governed by the laws of the Republic of Seychelles, and any dispute arising out of or in connection with the Program shall be subject to the exclusive jurisdiction of the courts of the Republic of Seychelles.

