



# Terms and Conditions

## M1 Finance Affiliate Partner Program

### Overview

The “M1 Affiliate Partner Program”, also known as the “Affiliate Program”, offers flat commission payouts to affiliates for each new user they refer to the platform who takes actions specified in the Impact Radius program terms (refer to Impact Radius for payout details). The program is available to select individuals and organizations who specialize in training, coaching, providing trading information, systems and tools, or related professional services. Professional services may include websites, forums, seminars, scheduled courses, or other training or educational programs. Affiliate Partners must not present themselves as financial advisors or brokers to clients and may not provide direct trading advice or recommendations with respect to any specific transaction or specific investment product. It is the sole responsibility of the Affiliate Partner to:

- Ensure their services and referral activities are exempt from licensing requirement by regulators in the countries and jurisdictions in which they operate.
- Act in accordance with all legal, ethical, and acceptable business standards.
- Comply with these Affiliate Partner Terms and Conditions (the “Affiliate Partner Terms and Conditions”); and if also a participant of M1’s Influencer Program (e.g., hybrid program), the M1 Influencer Agreement.

### Application Process

To participate in the Affiliate Program, you must fill out the form on the [M1 website](#), or sign up for the M1 Affiliate Program through the [Impact Radius Marketplace](#).

M1 will accept Affiliate Partners in its sole discretion, and reserves the right to deny any Affiliate Partner for any reason. If accepted as an Affiliate Partner, M1, in its sole discretion, may end the Affiliate Partner relationship at any time without notice.

### Creatives

M1 may provide Affiliate Partners with images, videos, or other forms of creatives, including any derivatives thereof (the “M1 Proprietary Information”) that M1 Affiliate Partners can use for promoting M1 as banner ads or otherwise. M1 Affiliate Partners are not allowed, however, to alter or manipulate the M1 Proprietary Information in any way without express written prior approval from M1. Creatives, whether provided by M1 or created by you in performance hereunder, must maintain accuracy and completeness at all times. In addition, M1 will provide Affiliate Partners with regulatory disclosures (aligned with respective products) that the Affiliate Partner is required to include on applicable M1 Proprietary Information such as creatives. Any failure to comply with the aforementioned accuracy, completeness and/or disclosure requirements shall be a material breach of these Affiliate Partner Terms and Conditions, and may result in your immediate removal from the Affiliate Program without notice. M1 will, periodically, spot check Affiliate Partner content to ensure Affiliate Partners are not modifying or otherwise misusing any M1 Proprietary Information, our own or custom made, without express written consent. **M1 reserves the right to withhold, and you agree to expressly forfeit, any payment due where such payment was incurred as a result of or in connection with your breach of this Creatives section, in addition to any other claims or remedies M1 may have.**

### Paid Search Restrictions

M1 Affiliate Partners are restricted from bidding on branded paid search term ads on Paid Search vendors such as Google Ads, Bing Ads, Apple Search Ads, and similar for the following exact, phrase, broad match, or other variation keywords (this also means these keywords need to be applied to all negative lists to restrict targeting in broad match campaigns):



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- M1
- M1 Stock
- M1 Finance
- M1 Account
- M1 App
- M1 Finance App
- M1 Financial
- M1 Sign Up
- M1 Trading
- M1 Investing
- M1 Investing App
- M1 Finance Review
- M1 Review
- M1 Login
- M1 Sign In
- M1 Credit Card
- M1 Owner's Reward Card
- (the) Owner's Reward Card by M1
- M1 Borrow
- M1 Spend
- Download M1 Finance

M1 reserves the right to alter or delete this list at any time for any reason, with or without notice. Not following these Paid Search Restrictions could result in a permanent ban from the M1 Affiliate Partner Program, with or without notice.

### Referring Clients

Once approved as an Affiliate Partner, you will receive a confirmation email along with:

- A unique referral link
- The ability to add SubIDs to your unique referral link
- An Affiliate Partner login portal that gives you tools to share and promote your link, analytics on your referrals, and other administrative items.

You can share your link via email, social media, or other methods to refer clients and earn commissions. M1 offers M1 Proprietary Information (e.g., in the form of branded banners ads and other creatives; see "Creatives" section above) with your unique link to embed on websites. For proper referral attribution, you must ensure that prospects click the provided unique link prior to entering in their email address to M1 to begin the account opening process. People who click on the link will be directed to either the M1 website or mobile M1 App page and tracked for the following 30-days with a cookie, as long as cookies are not deleted or otherwise altered.

M1 will make a reasonable best effort to properly track and attribute your referrals. We are limited in tracking referrals across different devices, may not have the ability to track referrals who disable cookies on their browser, or for people who take any other action to interfere with proper attribution. M1 will only reward Affiliate Partners for referrals tracked through our third-party software and reserves the right to refuse a payout for suspected fraud or abuse.

For you to receive commissions for a referred account, the referred client must meet all the criteria listed in the Payout Rules below.



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### Payout Rules

M1 offers you two options in payment: PayPal (which will issue a 2% processing fee capped to \$20 each time) or Electronic Funds Transfer. To be paid via Electronic Funds Transfer, you will need a bank account in a country where M1 and our Affiliate Partner platform, Impact, can transfer your funds. The amount will be in your account's default currency. By signing up, you agree to enter your PayPal or Electronic Funds Transfer bank information to receive the commission, and you agree to the **M1 Impact Contract Terms** for payment applicable only to you. M1 may, at any time and in its sole discretion, restrict, alter or cancel any available payment options. Payouts and payout scheduling are subject to the terms and conditions set forth in the M1 Impact Contract Terms applicable to you.

### Premier Tier Program

At any time throughout the year, with or without advanced notice, M1 may announce a special performance based promotion period where all, or select few, of our Affiliate Partners will have the opportunity to receive additional compensation, in addition to their existing Affiliate Partner compensation, through a tier structure. To learn more, please read the [Premier Tier Program Terms and Conditions](#). Affiliate Partners automatically agree to follow these Premier Tier Program Terms and Conditions on top of these standard Affiliate Partner Terms and Conditions by enrolling and being active in the M1 Affiliate Partner Program. Affiliate Partners can expect payment to be paid via "Partner Funds Transfer" in the Impact Radius platform or PayPal, unless otherwise stated.

### Other Offers

M1 may, at its own discretion, with or without advanced notice, whether through email or other communication, run additional offers on top of the standard Affiliate Partner payment and/or the Premier Tier Program as mentioned above.

Each offer will have separate terms and conditions documentation that will be linked through the original or subsequent message used to convey the offer. Those terms may or may not also be updated and linked to the Affiliate Partner sign up page, this standard Affiliate Partner Terms and Conditions document, or other M1 web pages or documentation.

### Confidentiality

M1 may from time to time disclose to you Confidential Information (as defined below) in connection with the performance of these Affiliate Partner Terms and Conditions. You, as the recipient of any such Confidential Information, shall treat all Confidential Information provided by M1 as proprietary and confidential to M1 and shall not disclose or permit disclosure of such Confidential Information to any third party. You shall safeguard all Confidential Information with at least the same degree of care (and in no event, less than reasonable care) as you use to protect your own confidential information of like kind. You shall use the Confidential Information solely for the purpose of fulfilling your obligations under these Affiliate Partner Terms and Conditions, and shall not use or disclose such Confidential Information for your own benefit or for the benefit of others, except as otherwise authorized by these Affiliate Partner Terms and Conditions or by M1 in writing. **Failure to comply with this Confidentiality section may result in your immediate removal from this Affiliate Program without notice, in addition to any other claims or remedies M1 may have. M1 reserves the right to withhold, and you agree to expressly forfeit, any payment due where such payment was incurred as a result of or in connection with your breach of this Confidentiality section.**



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**“Confidential Information”** shall mean all information, tangible and intangible, disclosed by M1 pursuant to these Affiliate Partner Terms and Conditions, that M1 protects as confidential or proprietary, including, but not limited to, technical, developmental, operating, financial, performance, network, marketing, cost, pricing, vendor and all processes, models, trade secrets, lists, designs, business plans, strategies, reports, records, analyses, compilations, studies and data using or disclosing such information.

### **M1 Ownership & Affiliate License Rights.**

M1 shall be the sole owner of all rights, titles, and interests in and to the M1 Proprietary Information, including, but not limited to, any and all trademarks, designs, M1 provided content, product information, or any derivatives thereof, or any information that but for your and M1’s relationship hereunder, you would not have reasonably used or known prior to such relationship (together, the “M1 Intellectual Property”). M1 will be the sole owner of M1 Intellectual Property, and nothing in this Agreement shall be construed to transfer ownership thereof.

Affiliate License Rights. M1 provides to you a non-exclusive, limited, revocable, nonsublicenseable right to use M1 Intellectual Property in accordance with these Affiliate Partner Terms and Conditions and solely for the purpose expressly stated hereunder.

### **Compliance with Laws**

You are responsible for your own compliance with all applicable legislation, regulations and judicial actions in all competent jurisdictions, including but not limited to, privacy and consumer consent laws.

### **Indemnification**

You shall indemnify, defend (at your own cost and expense) and hold M1 and its officers, employees, affiliates, and agents harmless from and against any and all third party claims, suits, demands, damages, losses and expenses (including reasonable attorneys’ fees) (“**Claims**”) arising from your breach of these Affiliate Partner Terms and Conditions, including but not limited to, your misuse of any M1 Proprietary Information and/or M1 Intellectual Property, or your failure to provide the required disclosures on any creative content (whether provided by M1 or created by you), or your negligence or willful misconduct. If M1 becomes aware of any Claims it believes is indemnifiable hereunder, M1 shall give you reasonably prompt written notice of such Claims.

### **Limitation of Liability**

In no event shall M1’s aggregate liability arising out of or related to these Affiliate Partner Terms and Conditions, whether in contract, tort or under any other theory of liability, exceed the total amount paid to you under the Affiliate Program in the three (3) months preceding the claim arising.

### **Entire Agreement**

These Affiliate Partner Terms and Conditions, as supplemented by any additional terms and conditions, sets forth the entire understanding of the Affiliate Partner (you) and M1 with respect to the subject matter hereof and supersedes all prior letters of intent, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any officer, employee, or representative of M1 relating thereto. By participating in the M1 Affiliate Partner Program, you agree to follow both these standard Affiliate Partner Terms and Conditions, the Premier Tier Program Terms and Conditions (if any), as well as any other terms and conditions in regards to other offers (if any).



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### **Alteration or Cancellation**

M1 reserves the right to change or cancel the Affiliate Partner Program, with one (1) or more days notice, at any time for any reason.

### **Spend Promotion – For Select Affiliates Only**

For select affiliates identified by M1 (via email) and participating in both the M1 Spend Campaign Test and the M1 Credit affiliate campaign (#14685 – on Impact Radius), payment for new users registered via the affiliate link and approved for Spend checking accounts will be made manually on a monthly basis outside Impact (payout and tracking will be unavailable in Impact). Selected affiliates will receive payment on the subsequent month of approved user action, with payment terms as outlined via email communications and written approval.

**Prior to publication of any Spend Promotion content, all Affiliate content must be submitted for M1's written approval at least ten (10) days in advance, and is expressly prohibited from publication prior to receiving such approval. Failure to comply with the foregoing review may result in your dismissal from the Affiliate Partner Program.**