

Terms & Conditions

These Terms & Conditions ("AGREEMENT") are entered between CROWD1 NETWORK LTD ("CROWD1" AND/OR THE "COMPANY") with its registered office at Arenco Tower, 20th floor, Al Safouh Second, Media City, Dubai and the person or entity agreeing to this agreement ("YOU", "YOUR" or "AFFILIATE").

BY CLICKING "I ACCEPT", IT MEANS THAT YOU HAVE READ, UNDERSTOOD AND ACCEPTED ALL THE TERMS AND CONDITIONS STIPULATED IN THIS AGREEMENT AS WELL AS OUR PRIVACY POLICY, COMPENSATION PLAN and other Policies (collectively, referred as "Affiliate Agreement").

We encourage you to read through the documents carefully. We reserve the right to revise, revoke, modify or amend the terms and conditions of this Agreement at any time. Any revision, revoking, modification or amendment to these Terms will become effective from the moment of its publication on our website or when the same is notified to you on your registered email ID, whichever is earlier. You are responsible for keeping yourself up to date with any changes of this agreement.

This Agreement, the Privacy Policy, Compensation Plan and any other Policies, will be translated into different languages. In case of any discrepancies between this English version and the translated versions, the English version of the Affiliate Agreement shall prevail.

DISCLAIMER

WE HAVE MADE EVERY EFFORT TO ACCURATELY REPRESENT THIS WEBSITE, AND THE SERVICES DESCRIBED THEREIN. CROWD1 MAKES NO IMPLIED OR EXPLICIT GUARANTEE THAT AFFILIATES WILL EARN MONEY OR MAKE ANY PROFITS BY ENROLLING, ASSOCIATING OR PARTICIPATING IN THE CROWD1 NETWORK.

CROWD1 IS NOT A FINANCIAL ADVISOR NOR A FINANCIAL INSTRUMENT, CONSEQUENTLY, CROWD1 DOES NOT PROVIDE ANY KIND OF INVESTMENT ADVICE. NEITHER IS CROWD1 AN INVESTMENT OPPORTUNITY; AFFILIATES CANNOT PURCHASE OR ACQUIRE ANY STOCK OR ANY OTHER TYPE OF SECURITY IN CROWD1 OR ANY SUBSIDIARY OF CROWD1. CROWD1 IS ONLY ABOUT MARKETING THIRD COMPANY PRODUCTS, FOR WHICH CROWD1 RECEIVES COMMISSIONS FROM THOSE THIRD-PARTY VENDORS. COMMISSIONS FROM WHICH, CROWD1 AFFILIATES CAN EARN INCOME IN THE FORM OF VARIOUS BONUSES. THE BONUS DISTRIBUTED TO CROWD1 AFFILIATES ARE SOLELY DEPENDING ON THE ACTIVITY OF EACH AFFILIATE AND NOT ON RECRUITMENT OF NEW AFFILIATES.

CONTENT AND FUNCTIONALITY INCLUDED IN OUR SERVICES AND WEBSITE MAY CONTAIN INFORMATION THAT INCLUDES OR IS BASED ON FORWARD-LOOKING STATEMENTS. FORWARD-LOOKING STATEMENTS INDICATE OUR FORECASTS OR EXPECTATIONS OF FUTURE EVENTS. YOU CAN IDENTIFY THESE STATEMENTS BY THE FACT THAT THEY DO NOT RELATE STRICTLY TO CURRENT OR HISTORICAL FACTS. THEY ALSO USE WORDS SUCH AS "EXPECT", "ANTICIPATE", "BELIEVE", "ESTIMATE", "PROJECT", "MAY", "POSSIBLE", "PLAN", "INTEND", AND OTHER WORDS, PHRASES AND TERMS OF SIMILAR MEANING IN RELATION WITH DESCRIPTIONS OF POTENTIAL OR POSSIBLE INCOME, EARNINGS OR OTHER FINANCIAL PERFORMANCE. ANY AND ALL FORWARD-LOOKING STATEMENTS USED ON OUR WEBSITE OR ON ANY OF OUR SALES AND MARKETING CONTENT ARE SOLELY TO EXPRESS OUR OWN OPINION OF INCOME POTENTIAL.

YOUR ACTUAL LEVEL OF SUCCESS IN OBTAINING THE RESULTS CLAIMED IN OUR MATERIALS DEPENDS ON THE TIME YOU DEVOTE TO THE METHODS AND IDEAS PROVIDED, YOUR VARIOUS EXPERIENCES, SKILLS, KNOW HOW AND YOUR OWN

KNOWLEDGE. ALL THESE FACTORS VARY FROM ONE INDIVIDUAL TO ANOTHER. WE CANNOT GUARANTEE THE RESULTS YOU OBTAIN OR YOUR SUCCESS OR YOUR INCOME LEVEL OR ANY OTHER OUTCOME YOU DESIRE.

WE DO NOT TAKE ANY RESPONSIBILITY FOR YOUR ACTIONS.

YOU MUST DO YOUR OWN INDEPENDENT RESEARCH PRIOR TO ENGAGING IN ANY KIND OF BUSINESS ACTIVITY INCLUDING ANY ACTIVITY WHEN YOU HAVE EXPECTATIONS OF SPECIFIC RESULTS.

1. DEFINITIONS

The following definitions are used throughout these Terms:

Affiliate: the Crowd1 Members and Entrepreneurs jointly referred to as Affiliates.

Back Office: the Crowd1 website accessible only for Affiliates with their personal log-in details.

Compensation Plan: encouraging and rewarding personal activity through the sales of products and services of third-party suppliers.

Consumer: the person who avails the Company's products or services.

Crowdfunding: the practice of funding by raising money from a large number of people, typically via the internet.

Crowd Marketing: using industry-specific forums and social media networks to contact the target audience and directly promote a product or service.

Customer: the person who avails the Company's products or services.

Directly Sponsored: an Affiliate having received a product or service, marketed by Crowd1, directly from another Affiliate.

Downline: the organization of an Affiliate, including those who are directly or indirectly sponsored by the Affiliate and continuing down the lines of sponsorship through infinite levels and legs.

Entrepreneur: a Crowd1 Member who has bought a Starter Package and has referred one Starter Package in each leg (one left + one right).

Fear of Loss Bonus: a quick-start motivational bonus available to each Affiliate during the Affiliate's first 14 days after sign-up where it is possible to earn a cash bonus. The Fear of Loss Bonus is a promotional bonus that may change from time to time.

Fraud: the act of deceiving others for financial or personal gain.

Influencer: a person with the ability to influence potential buyers of a product or service by promoting or recommending such through social media.

KYC "know your customer": the process of identifying Customers and verifying their identities, before entering into a business relationship.

Member: a person who received a personal referral link or a QR code and has completed the registration process required for joining on www.crowd1.com.

Personal Account: each Affiliate's personal account, accessed through the back-office of www.crowd1.com, containing, but not limited to, the Affiliate's personal bonus achievements.

Restricted Countries: countries to which Crowd1 is unable to offer its products or services.

Sponsor: is an Affiliate that gives other Affiliates a product or service, marketed by Crowd1.

Starter Package(s): the initial product or service the Customer purchases.

Successor: a person who succeeds/comes after another person.

Terms & Conditions: are the rules, specifications, and requirements of the contract.

Users: refers to all individuals or entities that access Crowd1 products or services.

2. ABOUT CROWD1

Crowd1 is the world's largest crowd marketing platform, boasting millions of Affiliates spread across the globe. It provides third-party products and services to its Affiliates through its affiliate and influencer marketing community.

The offerings provided by third-party vendors through Crowd1 consists of a vast array of valuable on-line products, apps, websites and/or services delivered by third-party vendors. Due to the variety of products and/or services being provided on www.crowd1.com and due to different regulatory bodies and restrictions, certain products and/or services may not be available in your country of residence.

The portfolio of products offered by Crowd1 is at the forefront of the next generation world of Web3, cryptocurrencies, NFTs, virtual gaming, GameFi, and the blockchain, as well as the emerging digital enterprise of the metaverse.

All information provided regarding any of the products and services provided by Crowd1 is solely for informational purposes only. As such, no legal responsibility is assumed by Crowd1.

3. ACCOUNT REGISTRATION AND REQUIREMENTS

3.1 REGISTRATION PROCESS

All customers are required to be registered as an individual or entity in order to use and access Crowd1' website, Products and Services and become an Affiliate. Each Affiliate (including natural person or legal entity) may maintain only one account at any given time.

Upon registration, you must provide the information as enumerated in Section 3.2 or otherwise as requested by Crowd1. You agree to provide complete and accurate information when registering a Crowd1 Account, and agree to timely update any information you provide to Crowd1 to maintain the integrity and accuracy of the information. The Company, however, reserves the right to decline any registration for a reason at its sole discretion.

Data that you have provided will be locked in for 14 days and the registration will be completed once the information and Identification document provided is verified and approved by the Compliance Department. Changes requested due to inaccuracy or oversight of information provided will be processed with a fee. (Please see Section Xx for the Schedule of Fees).

During the registration process you may not use a username or email address that belongs to or is already being used by another Affiliate. You are responsible for maintaining the confidentiality of any password you may use to access the CROWD1's website. You are fully responsible for all transactions that may occur in connection with your username or email address.

3.1.1 REGISTRATION OF AN INDIVIDUAL

An individual member must be a natural person aged 18 and above, able to handle their own affairs, has the capacity to enter into a formal agreement/s independently and without any mental impairment. Natural persons who are unable to act on their own (e.g., when under psychiatric care or in custody) are not allowed to register. Should any of these conditions arise after a registration is made e.g., treatment, imprisonment, etc – the Company reserves the right to temporarily suspend and/or terminate the Affiliate's account.

3.1.2 REGISTRATION OF A CORPORATE ENTITY

Corporations, partnerships, limited liability companies or other forms of business organizations or trusts may become Affiliates of Company when the acceptance of the Affiliate Agreement and registration is accompanied by necessary legal documents such as but not limited to Corporation ID Number, License, ID of the Owners, UBO information, Articles of Incorporation, Share Certificate provided to the Compliance Department.

3.2 USER IDENTITY VERIFICATION AND KYC

Your registration of an account with CROWD1 will be deemed your agreement to provide required personal information for identity verification. The information we require to verify the identity of a natural persons and entity may include, but is not limited to, name, contact information such as email address and phone number, username, government-issued ID, date of birth while, and other information collected during account registration known as KYC (Know Your Customer). When providing the required information, you confirm the data to be true and accurate.

All Affiliates must be compliant with all applicable Anti-Money Laundering ("AML") as well as all Counter-Terrorist Financing ("CTF") laws and regulations. Crowd1 can at any time, at its own discretion, perform an Affiliate due diligence, and request the Affiliate to provide additional documents to verify the Affiliate's identity and activity. These documents may include but are not limited to a copy of the Affiliate's government issued ID along with proof of address. This request is called "KYC Request first level". Crowd1 reserves the right to request an enhanced KYC whenever required as well as perform an on-going KYC on the Affiliate's Account.

KYC is mandatory upon registration. If the Affiliate does not present the documents requested by the Company/Compliance Department, any withdrawal requests from the Personal Accounts, either in the form of BTC/USDT or FIAT currency, or exchange any balance on their Personal Accounts into Gift Certificates may be kept pending upon receipt of documents. Crowd1 may also restrict functions other than withdrawals to comply with regulatory requirements.

If suspicions of any unusual activities on a Personal Account arise, or that an Affiliate may be in violation of any AML and/or CTF laws and/or regulations, and/or if an Affiliate is deemed as an unacceptable risk, Crowd1 reserves the right to immediately suspend and block the Affiliate's account pending further investigation by the Company or concerned Authorities.

If Crowd1, at its sole discretion, determines that the circumstances which caused the suspension is continuing, and has not satisfactorily been resolved or a new violation involving the suspended Affiliate has occurred, the suspended Affiliate may be terminated immediately, and the account including the account balance as well as any pending payout requests are then forfeited to the Company.

3.3 FICTITIOUS OR ASSUMED NAMES

A person or entity may not apply as an Affiliate using a fictitious or assumed name. If it turns out that an Affiliate is actively building one or more separate (crossline) businesses under false or fictitious name(s), Crowd1 will take action to rectify the misbehavior, including but not limited to terminating the account(s) involved. In the event that Crowd1 terminates an account under this section,, any account that is involved will be terminated and the account balance(s) as well as any pending payout request(s) are then forfeited to the Company.

3.4 RESTRICTED COUNTRY LIST

Crowd1 is unable to offer services to certain countries. The countries to which Crowd1 is unable to offer services may be changed without prior notice due to, but not limited to, events of ordinance of any governmental or local authority, acts of governmental or military authorities, international sanctions, civil unrests, terrorism, armed conflict, war or due to operational or risk assessments made by Crowd1 Management. If Crowd1 decides to discontinue services to a certain country in accordance with the foregoing, Crowd1 may at its own discretion decide to suspend or to terminate all affected Affiliate accounts within that particular country. If Crowd1 decides to terminate all existing Affiliate accounts within such a restricted country, all account balances as well as any pending payout requests may then be forfeited to the Company.

It is the responsibility of the Affiliate, and not that of the Company to check and to verify if it is legally permitted to purchase any of the Crowd1 products or services within the Affiliate's country of residence.

Crowd1 or any of its subsidiaries, will not be held responsible to Affiliates or any other parties, for incurred losses, costs or expenses, loss of use, and damages (consequential/incidental or both), or for any government intervention, including but not limited to imprisonment of an Affiliate, resulting from acts or omissions from the Affiliate in verifying the legitimacy of purchasing any of the Crowd1 products or services within the Affiliate's country of residence, and/or resulting from acts or omissions from the Affiliate in his or her compliance with the Terms of this Agreement, applicable laws and regulations.

Neither will Crowd1 or any of its subsidiaries, be held liable to Affiliates or any other parties, for incurred losses, costs or expenses, loss of use, loss of funds and/or balances on Affiliate's Personal Accounts, and/or any damages (consequential/incidental or both), related to Crowd1 deciding on additional restricted countries in accordance with paragraphs 2 above.

3.5 MULTIPLE ACCOUNTS

It is a company policy that only one account per person is allowed. If an applicant submits multiple registrations, only the first completed application received by Company shall be accepted. According to the Affiliate Agreement, an Affiliate is only entitled to have one position in the Crowd1 Bonus Structure. Attempts to the contrary will be filtered out and blocked by Crowd1.

If for any reason that it has been found that an Affiliate has signed up with more than one account, all accounts in question will be suspended immediately without question with possible termination. If for any reason, Affiliates try to circumvent the regulation of one Account only, Crowd1 will immediately terminate all accounts and/or memberships except for the first account registered.

4. AFFILIATES

Crowd1 Members and Crowd1 Entrepreneurs are jointly referred to as Affiliates. Each Affiliate starts as a Member and may choose to become an Entrepreneur afterwards.

Registrations may be initiated either using the referral link, QR code or the Crowd1 Home Page (in the latter case, the person wishing to register must enter their Sponsor's Username). The newly registered member is placed on their Sponsor's team as his/her Direct Affiliate. All new members will be first generation to their personal Sponsor and 2nd generation to their Sponsor's sponsor and so on. The hierarchy is registered and stored in Crowd1's genealogy records (back-office). All new Affiliates have their own position in the Crowd1 Crowd Bonus Structure. The Crowd Bonus Structure means that every registered Affiliate has two possible positions below their own position, one on the left and one on the right.

4.1 BECOMING A "MEMBER"

To become a member, one shall receive an invitation from a sponsor. After receiving a personal referral link or a QR code, or if you are being directly invited by a sponsor ("referred to as the invitation"), you may complete the required registration process in www.crowd1.com, if you are registering through the latter option, you must put the username of the person who invited you "sponsor". Becoming a Member is upon the approval and acceptance of all the necessary requirements by Crowd1.

4.2 BECOMING AN "ENTREPRENEUR"

To qualify as an Entrepreneur, the existing member must have bought a Starter Package and has referred one Active Member who has bought a Starter Package in each leg (one left + one right).

4.3 BEING AN AFFILIATE

As a Crowd1 Affiliate, you will be able to log-in to the back-office of the website www.crowd1.com. In the back-office you will find information and opportunities that Crowd1 may offer to you from time to time.

From your back-office, you will have the opportunity to purchase a variety of products and/or services. Different rewards and commissions will be available to each different type of affiliation step. By purchasing a Starter Package or another product and/or service you are already considered an Active Member. But by purchasing a Starter Package and inviting Affiliates to do the same, you can become an Entrepreneur. In case if you opt out to becoming an Active Member or Entrepreneur you will still have the option to stay as an Inactive Member and receive information on what is being offered for becoming an Active Member.

4.4 GIFT CODES

Crowd1 offers its Affiliates the ability to purchase Gift Codes that can be used by the buyers but also be given and/or sold to any new member wishing to be a part of Crowd1's opportunity.

If an Affiliate sells a Gift Code to any new member wishing to be a part of Crowd1's opportunity, the Affiliate is required to sell the Gift Code for the purchase price listed on the Company's site.

4.4.1 All Affiliates found selling Gift Codes for a price which is less than the purchase price listed on the Company's site, will have their account terminated immediately and their Account as well as their account balance and any pending payout request(s) are then forfeited to the Company.

Once the Gift Code is used, it is no longer valid in the system. A Gift Code that has been given away and/or sold to any new member wishing to be a part of Crowd1's opportunity is deemed to have been used by the Affiliate and thus, cannot be refunded. All Gift Codes cannot be redeemed for cash.

Due to the nature of Gift Codes, all codes are specific and unique to the person's account. All transactions on your Affiliate account can be viewed in your history tab.

4.4.2 For Stolen Gift Codes or reported Gift Codes that are stolen; the following will apply:

1. Current account will be placed on hold while the company investigates the matter;
2. Upon conclusion of the investigation, the current account holder will have to submit KYC documentation upon request to reactivate the account and will be asked to change their password of their account.
3. The account who was found to have used the Gift Code will be suspended and possibly terminated with no consideration of reactivation.

4.4.3 All Affiliates found to be using Gift Codes in violation of these Terms & Conditions and/or Policies & Procedures will be terminated immediately and their Account as well as their account balance and any pending payout request(s) are then forfeited to the Company. Any monetary transactions made between parties for the use of Gift Codes are on the responsibility of the parties involved.

4.5 AFFILIATES' OBLIGATIONS & RIGHTS

4.5.1 Affiliates are authorized to sell Company products and services and to participate in the Affiliate's Compensation Plan. Affiliates may sponsor new members. Please refer to the Compensation Plan for full details.

4.5.2 Affiliates may at any time change their status from "private individual" to a "legal entity". Such change of status is subject for review and a registration fee. (please refer to the schedule of fees) When an affiliate decides to change from individual to legal entity, necessary documents required are the same as if registering a new legal entity affiliate must be submitted.

4.5.3 As an Affiliate, you can refer new Affiliates to Crowd1, but note that Crowd1 does not pay any commission or compensation nor give any other form of bonus or reward for referring any new Affiliate(s).

4.5.4 It is the Affiliate's responsibility to keep track/ record of all his/her transactions. The Company will not be held responsible for private monetary transactions. Any dispute between parties may result in all accounts involved being suspended and/or terminated.

4.6 LEGAL SEPARATION: OWNERS OF A LEGAL ENTITY (AFFILIATE/S)

When a couple sharing an Affiliate entity divorces or separates, Crowd1 will continue to pay commissions in the same manner as before the divorce or separation has taken place until it receives written notice signed by both parties or a court decree which specifies how future commissions should be paid, provided and if applicable, the couple has complied with the requirements of Transfer of Ownership Section 6.2.

4.7 "AFFILIATE" STATUS

Affiliates are responsible for determining their own activities without direction or control by Crowd1. They are not franchisees, joint venture, partners, employees or agents of Company and are prohibited from stating or implying, whether orally or in writing, otherwise. Affiliates have no authority to bind Company to any obligation. Company is not responsible for payment or co-payment of any of its Affiliates' employee benefits. Affiliates are responsible for liability, health disability and

worker's compensation insurance and any other requirements that apply in their own territory and jurisdiction. Affiliates set their own hours and determine how to conduct business, subject to the Affiliate Agreement.

5. SPONSORSHIP

5.1 SPONSORING

Affiliates may sponsor other Affiliates into Company's business. Affiliates must ensure that each potential new Affiliate has reviewed and has access to the current Terms and Conditions, Privacy Policy and Compensation Plan prior to registering them into your business.

5.2 TRAINING/MENTORING REQUIREMENT

A Sponsor must maintain an ongoing professional leadership association with Affiliates in his or her organization and must fulfill the obligation of performing a bona fide supervisory or sales function in the sale or delivery of products and services.

Crowd1 will not be held responsible for any training-related activities as well as expenses incurred.

5.3 INCOME CLAIMS

Affiliates must truthfully and fairly describe the Crowd1 Compensation Plan. No past, potential or actual income claims may be made to prospective Affiliates, nor may Affiliates use their own incomes as indications of the success assured to others. Remuneration shall not be used as marketing materials. Affiliates shall not guarantee commissions or estimate expenses to prospects. This would be considered enticement and is in breach of these Terms.

5.4 TRANSFER OF SPONSORSHIP LINES

The Company does not permit the transfer of sponsors. Crowd marketing is a business of creating relationships. Once an Affiliate is sponsored, the company believes in maximum protection typical of that relationship.

5.5 CROSS SPONSORING

Affiliates shall not sponsor, or attempt to sponsor, any non-personally sponsored Affiliates in any other e-commerce marketing company. In addition, no Affiliate shall participate in any action that causes another Affiliate to be sponsored through someone else into another network marketing company.

Crowd1 has a Zero Tolerance Policy for Cross Sponsoring.

5.6 DOUBLE SPONSORING

Double sponsoring is not allowed. Double sponsoring happens when a natural person (or legal entity) intends to register as a new Affiliate with Crowd1 although they are already a registered Affiliate, or over the previous 6 months has already been registered as an Affiliate in another line of sponsorship. Using the name of someone's spouse, other family member, corporate structure, the name of a company or association or using different identification documents or resorting to any other misleading practice to circumvent the "no double sponsoring" rule are also not allowed. Similarly, no Affiliate is allowed to entice or encourage any other Affiliate to change sponsors and register under him using any of the above unethical methods. Naturally, a change of sponsors may take place if it has already been approved by Crowd1.

5.7 CROSS RECRUITING WITHIN CROWD1 NETWORK LTD INC.

An Affiliate shall not recruit, or attempt to sponsor, any non-personally sponsored Affiliate, that is active or inactive, in Crowd1 for less than six (6) months. Cross Recruiting another Affiliate will have a mandatory suspension of thirty (30) days, and all commissions and/or bonuses will be forfeited during the suspension. The suspension will precede an investigation, which may result in termination of the Affiliate. In case of termination, all balances on the account terminated will be forfeited and any pending pay-out requests will be revoked.

Crowd1 has a Zero Tolerance Policy for Cross Recruiting.

6. PURCHASE, SALE AND TRANSFERABILITY OF OWNERSHIP/BUSINESS/SERVICES

6.1 ACQUISITION OF BUSINESS

Any Affiliate desiring to acquire an interest in another Affiliate's business must first terminate his or her Affiliate status and wait three (3) months before becoming eligible for such a purchase. All such transactions must be fully disclosed to the Compliance Department for review and further approval of the Company must be obtained.

6.2 TRANSFER OF OWNERSHIP

Any Affiliate desiring to transfer his/her account to a new Affiliate, the buyer of the account must fully understand and accept all liabilities that the account has attached to it. When a new account holder chooses to assume an existing account, they accept and assume the account in its entirety. Transfer of ownership of accounts is to be done through the Compliance Department with the required legal documentation needed to verify the identity of both the selling party and the buying party along with the administration fee outlined in the schedule of fees.

***Note: All transfers of ownership are subject to company approval and in accordance with the terms and conditions.**

6.3 TRANSFERS OF AFFILIATES

Except as expressly set forth herein, Affiliate may not sell, assign or otherwise transfer his or her Affiliate entity (or rights thereof) to another Affiliate or to an individual which has an interest in another Affiliate entity. Notwithstanding the foregoing, Affiliate may transfer his or her Affiliate entity to his or her sponsor, subject to the conditions of Section 6.4 with reference to rules set forth in Section 6.2 of this Agreement. In such an event, the sponsor's entity and the transferring Affiliates entity shall be merged into one entity.

6.4 CONDITIONS OF TRANSFERABILITY

Affiliates may not sell, assign, merge or transfer his or her Affiliate entity (or rights thereto) without the prior written approval of Company and compliance with the following conditions:

- a. Company possesses the right of first refusal with respect to any sale, assignment, transfer or merger of any Affiliate entity. Affiliates wishing to sell, assign, transfer or merge his or her Affiliate entity must first provide the Company with the intent to make such a purchase or receive such transfer in writing on the same terms and conditions as any outstanding or intended offer.
- b. Transferor/ selling affiliate is required to fill out a Transfer of Ownership form and submit it along with the supporting documents to the Compliance Department for review. The Company will advise the Affiliate within ten (10) business days after receipt of such notice of its decision to accept or reject the offer.

- c. All Affiliates wishing to request a transfer of ownership must be KYC approved prior to requesting a transfer of account to be considered. If the account is not KYC approved at the time of the request, the request for transferring will be declined.
- d. An office administration transfer fee of 75 Euro must accompany the transfer documents as outlined in the schedule of fees.
- e. The selling Affiliate must affirm in writing and submit the document to the Compliance Department for the benefit of the proposed purchaser, not to compete with the purchaser or attempt to divert or sponsor any existing Affiliate for a period of one (1) year from the date of the sale or transfer.
- f. Upon a sale, transfer or assignment being approved in writing by Company, the buying Affiliate must assume the position and terms of agreement of the selling Affiliate and must execute a current Agreement and all such other documents as required by the Company.
- g. Company reserves the right, at its sole discretion, to stipulate additional terms and conditions prior to approval of any proposed sale or transfer. Company reserves the right to disapprove any sale or transfer.

6.5 CIRCUMVENTION OF POLICIES THROUGH ACCOUNT TRANSFER

If it is determined, at the Company's sole discretion, that the Affiliate entity was transferred in an effort to circumvent compliance with the Terms and Conditions, the transfer will be declared null and void. The Affiliate entity will revert back to the transferring Affiliate, who will be treated as if the transfer had never occurred from the reversion day forward. If necessary and at the Company's sole discretion, appropriate action, including without limitation, termination, may be taken against the transferring Affiliate to ensure compliance with the Terms and Conditions.

6.6 SUCCESSION

Notwithstanding any other provision of this Section, upon the death of Affiliate, the Affiliate account will pass to his/her successors in interest as provided by law. However, the Company will not recognize such transfer until the successor in interest has executed a current Agreement and submitted certified copies of the Death Certificate, Will, Trust or other instrument required by the Company. The Successor will thereafter be entitled to all the rights and be subject to all the obligations of an Affiliate. All documents submitted may be subject to notarization for acceptance before processing such changes by the Compliance Department. The Company has the right to refuse such changes if the Company feels the documentation is not a true notarized decree, or documents have been forged or altered in any way. When the account holder has been reported as deceased the account will be placed on "hold" status while waiting for the legal documentation. When the heir is an existing Affiliate, that Affiliate must notify the Compliance Department which account(s) he/she wants to keep, and the account balance (not the BP) will be merged into that account and the other account will be flushed. When the heir is not a member, he/she can get the position that has been inherited.

6.7 REAPPLICATION

Any Affiliate who transfers his or her Affiliate Account must wait for six (6) months after the effective date of such transfer before becoming eligible to reapply to become an Affiliate. The acceptance of this reapplication shall be at the sole discretion of the Company and can be denied without disclosing the reason.

7. TERMINATION OF AGREEMENT

7.1 VOLUNTARY RESIGNATION/TERMINATION

- a. Affiliates can at any time terminate their Account by giving seven (7) days notice to Crowd1 by sending a support ticket through their back-office. Affiliates can terminate their positions, if they wish to end their association with Crowd1. This, however, will result in Affiliates becoming ineligible to receive any Crowd1 bonuses and other benefits as their positions will be cancelled and their position will be forfeited to the Company.
- b. An Affiliate who resigns or terminates their Affiliate status may reapply as an Affiliate, six (6) months after resignation under their old sponsor or a new sponsor.

7.2 SUSPENSION

Crowd1 has the right, to suspend, at any time based on these terms and applicable laws and regulations, an Affiliate's account and/or access to the Crowd1 website and/or Crowd1 back-office in its sole discretion. In such an event, all balances and privileges will be subject to suspension. Affiliates may be suspended for violating the terms of his or her Agreement, which include these Terms and Conditions, Privacy Policy, Compensation Plan, or any other Policies produced by the Company. When a decision is made to suspend an Affiliate, Crowd1 will inform the Affiliate in writing that the suspension has occurred effective as of the date of the written notification, the reason for the suspension and the steps necessary to remove such suspension (if any). The suspension notice will be sent to the Affiliate by email to the email address registered to the account in question, pursuant to the notice provisions contained in these Terms and Conditions. Such suspension may or may not lead to termination of the Affiliate as so determined by Company with respect to these terms.

7.2.1 APPEAL

If the Affiliate wishes to appeal, the Company must receive such appeal in writing within seven (7) days from the date of the suspension notice. The Company will review and consider the suspension and notify the Affiliate in writing of its decision within fifteen (15) days from the date of the suspension notice. The decision of the Company will be final and subject to no further review.

The Company may take certain actions during the suspension period, including, but not limited to, the following:

- a. Prohibiting the Affiliate from holding himself or herself as Affiliate or using any of the Company's proprietary marks and/or materials;
- b. Suspension of commissions, bonuses and withdrawal requests owed to the Affiliate during the suspension period;
- c. Prohibiting the Affiliate from purchasing products and services from the Company;
- d. Prohibiting the Affiliate from sponsoring new Affiliate(s), contacting current Affiliate(s) or attending meeting(s) of Affiliate(s);
- e. Prohibiting the Affiliate from purchasing Gift Certificate(s) from the Company.

If the Company, at its sole discretion, determines that the violation which caused the suspension is continuing, and has not satisfactorily been resolved or a new violation involving the suspended Affiliate has occurred, the suspended Affiliate may be terminated, and the account balance as well as any pending payout requests are then forfeited to the Company.

7.3 TERMINATION

Affiliates may be immediately terminated for violating the terms of his or her Affiliate Agreement, which includes these Terms and Conditions, Privacy Policy, the Compensation Plan and any other documents produced by the Company upon written notice. Company may terminate a violating Affiliate without placing the Affiliate on suspension, at Company's sole discretion. When the decision is made to terminate an Affiliate, the Company will inform the Affiliate in writing at the email address in the Affiliate's back-office profile that the termination has occurred.

Crowd1 can at any point decide to terminate an Affiliate's Account without giving any reason for the termination and the same is with immediate effect.

7.3.1 APPEAL

If the Affiliate wishes to appeal the termination, the Company must receive the appeal in writing within seven (7) days from the date of notice of termination. If no appeal is received within the seven (7) days period, the termination will automatically be deemed final. If the Affiliate files a timely notice of appeal, the Company will review the appeal and notify the Affiliate of its decision within ten (10) days after receipt of the appeal. The decision of the Company will be final and subject to no further review. In the event the termination is not rescinded, the termination will remain effective as of the date stated in the original termination notice. All appeals should be submitted to the Compliance Department of Crowd1. All appeals must be clearly written and include all account holder required information for the appeal to be reviewed. Missing pertinent data will result in the appeal being denied.

7.3.2 EFFECT OF TERMINATION

Immediately upon termination, the terminated Affiliate:

- a. Must remove and permanently discontinue the use of the trademarks, service marks, trade names and any signs, labels, stationary or advertising referring to or relating to any product, plan or program of the Company;
- b. Must cease representing themselves as Affiliate of the Company;
- c. Loses all rights to his or her Affiliate position in the Compensation Plan and to all future commissions and earnings resulting therefrom; and
- d. Must take all action reasonably required by the Company relating to protection of its confidential information. The Company has the right to offset any amounts owed to the Affiliate by the Company including, without limitation, any indemnity obligation incurred pursuant to Section 13.2 herein, from commissions or other compensation due to the Affiliate.

In case an Affiliate has been immediately terminated for violating the Terms of his or her Agreement with Crowd1, the Affiliate loses all rights to his or her Affiliate position in the Compensation Plan and to all future commissions and earnings resulting therefrom as well as the current account balance on his or her Personal Account, including any pending pay-out requests.

7.4 REAPPLICATION

The acceptance of any reapplication of a terminated Affiliate or the application of his/her family member shall be at the sole discretion of the Company and can be denied without disclosing the reason.

8. INACTIVE ACCOUNTS

Definition of an inactive account:

An account without any activity during a calendar month is seen as an inactive account. Description of activities are the following:

1. Earning Binary Points
2. Earning Personal Activity Points (AP)
3. Earning Loyalty Points
4. Active purchases from personal account
5. Sponsor activity (new referrals, directly sponsored)

Only one of the activities listed above is minimum required each month to keep the account active.

If an account is inactive, a fee of €2 can be paid to reactivate the account for that month (paid by the Affiliate from their personal account).

The account will be terminated if one inactive month is followed by an additional five months of neither activity nor the inactivity fee being paid, i.e. the account will be terminated after a total of six consecutive months of inactivity. In case of termination, that account and all balances on the account will be forfeited to the Company, and any pending pay-out requests will be revoked.

If an inactive Affiliate decides to become active again within the six months, the above scenario restarts once the account is inactive again. If the account however is terminated due to inactivity, the account can not be reactivated, but the Affiliate is allowed to sign-up again as a new member.

Grace period: 30 days

9. PAYMENT, BONUSES & COMMISSIONS AND REFUND POLICY

9.1 PAYMENT OPTIONS

Affiliates may use wire transfers (bank transfer), BTC or USDT to fund their purchase of the Company products and services of their choice. All wire (bank) transfer expenses will be borne by the Affiliates. Wire Transfers must be made to the details located in the back-office under the payment tab. Please ensure you select within Europe or outside of Europe depending on where you may reside. Payments through wire transfer will have to be confirmed and verified before any activation of the products or services of Crowd1.

9.2 PAYMENT OF BONUSES AND COMMISSIONS

In order for any Affiliate to receive any bonuses or commissions from the Company, the Affiliate must meet the requirements set out in the Compensation Plan.

Commissions are paid only upon sale of Company products and services. Crowd1 must receive the full net amount of the selected Company products and services to be able to pay full commission. No commissions are paid on the purchase of sales materials or for sponsoring Affiliates.

Commissions and other compensation cannot be paid until KYC documents have been approved by the Compliance Department.

In cases of suspected irregularities or fraud as well as by means of protecting the financial interest and future of the Company, Crowd1 reserves the right to take actions at its sole discretion including, but not limited to, the payout procedures.

9.3 OFFSET OF COMMISSIONS

Any commissions or bonuses earned and paid on products returned is the obligation of and must be repaid to Company by Affiliates earning such commissions. Company has the right to offset such amounts against future commissions and other compensation paid or owed to Affiliates who received commissions.

9.4 MONEY BACK GUARANTEE/COOLING OFF PERIOD

The Company offers a fourteen (14)-day, one hundred (100) percent Money Back, and Satisfaction Guarantee to all Affiliates on purchase of Starter Packages from www.crowd1.com. The 14 days, 100 percent Money Back Guarantee, starts from the date of your purchase, including weekends, and only applies to the initial purchase of an unused Starter Package that has been bought from the Company. If an Affiliate has changed his/her mind and decides to not to proceed further and use the Starter Package, the Affiliate may receive a refund within 14 days from the Affiliate's initial purchase, for a full refund of the purchased price. All other warranties and guarantees are disclaimed. After 14 days, your purchase of a Starter Package will no longer be refundable.

The cooling off period will be terminated and cancelled immediately if you:

1. Choose to use any of the features in the Crowd1 website;
2. Have used your Crowd1 products including but not limited to Starter Packages;
3. Use the Streamline Bonus in your account.

If any of the above criteria is met, you will neither have a cooling off period nor the right to a refund or a chargeback since you have started to use the product, which per definition cancels your possibility for any refund and to which you agree to irrevocably waive your right to a refund. All free account holders can use their back-office without any charges or obligations. If they decide not to proceed further by activating their free position, they will not be able to take advantage of some of the products and services of Crowd1.

9.5 REFUND OF GIFT CODES

Refund on Gift Codes are applicable on the following terms:

1. The original buyer of the Gift Code cannot receive a cash refund on a purchased Gift Code but it can be deposited back to the buyer's account in its back-office.
2. If the original buyer who purchased the Gift Code paid from its Account Balance in its back-office, the purchase amount will be returned to its Account Balance in its back-office.
3. If the original buyer who purchased the Gift Code paid with Bitcoin or USDT, this purchase amount will be returned to its Account Balance in fiat currency, which will be converted to business points, to its back-office.
4. The party who has received the Gift Code from an Affiliate to join the Crowd1 opportunity will not be able to redeem or request a refund for the Gift Code from the Company.
5. An Affiliate who gives a Gift Code away, and/or sells a Gift Code, to any new member wishing to be a part of Crowd1's opportunity, such Gift Code will be deemed to have been used and will not be refunded in any way. Affiliate's agrees to irrevocably waive their right to a refund of Gift Codes having been used.
6. Regarding the refund policy of any product or service purchased via the Crowd1 platform, Company refers the Affiliates to the refund policy of the respective third-party offering of that specific product or service.

9.6 REMAINING FUNDS AFTER CROWD1 ACCOUNT TERMINATION DUE TO FRAUD, VIOLATION OF LAW, OR VIOLATION OF THESE TERMS

Crowd1 maintains full custody of the funds and user data/information which may be turned over to governmental authorities in the event of Crowd1 Accounts' suspension/closure arising from fraud investigations, investigations of violation of law or violation of these Terms.

10. PERSONAL DATA AND PRIVACY

Access to Crowd1 Products and Services will require the submission of certain personally identifiable information. The Protection of Personal Data 2021 entered into force on 2 January 2022 in the UAE and provides details on data protection requirements businesses should meet. Please review Crowd1's Privacy Policy for a summary of Crowd1's guidelines regarding the collection and use of personally identifiable information which are in line with the applicable local and international standards.

11. GOVERNING AND APPLICABLE LAWS

This Agreement shall be governed by the laws of UAE, The Emirate of Dubai, and Dubai Media City, Dubai UAE. However, It is the responsibility of the Affiliate to abide by the local laws in relation to the usage and purchase of products and services offered by Crowd1 in their local jurisdiction as well as other laws and regulations applicable to Affiliate.

The Affiliate must be aware that Crowd1 maintains a stance of cooperation with law enforcement authorities locally and globally and will not hesitate to seize, freeze, terminate Affiliates' accounts and funds which are flagged out or investigated by legal mandate.

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved, exclusively, by arbitration under the Arbitration Rules of the

Dubai International Arbitration Centre, in force at the time of the request for arbitration, which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be one.

The seat, or legal place, of arbitration shall be the DIFC.

The language to be used in the arbitration shall be English.

The governing law of the Agreement shall be the substantive laws of the Dubai International Financial Centre (DIFC).

Affiliate waives any right and opportunity that may exist in a particular country or other jurisdiction to a trial by jury.

Affiliate waives any right that may exist under the laws of a particular country to (i) institute or be a party to or in any class action or (ii) consolidate that Affiliate's claims with claims of another Affiliate, in which Crowd1 is a party.

11.1 TAXATION

Affiliates will not be treated as franchisees, owners, employees or agents of Company for tax purposes including, but not limited to creation of any employer/employee relationship or any type of joint venture or joint ownership. Affiliates are not in any connection employees of the Company from an industrial or taxation point of view. It is the Affiliates' responsibility to comply with all taxation and legal regulations in their own territory and jurisdiction. It is likewise the Affiliates' responsibility to comply with particular tax liabilities in Dubai - such as possible VAT schemes - and comply with accounting/reporting regulations. Crowd1 will not deduct any taxes or duties from an Affiliates' bonuses and other remuneration, except when the company is obliged under law to do so any time in the future. Crowd1 will not be held responsible for any non-compliance with prevailing tax regulations and legal requirements on the part of its Affiliates.

All expenses incurred during the course of expanding their own Crowd1 business (e.g., travel, food, accommodation, business and administration costs, telephone and telecommunication, training, etc.) are to be borne by the Affiliates with respect to the jurisdictional reporting tax rules.

12. CUSTOMER OBLIGATIONS

12.1 CONFIDENTIALITY AGREEMENT

During the term of the Agreement, Company may supply to Affiliates confidential information, including, but not limited to genealogical and downline reports, customer lists, customer information developed by Company or developed for and on behalf of Company by Affiliates (including, but not limited to, credit data, customer and Affiliate profiles and product purchase information), Affiliate lists, manufacturer and supplier information, business reports, commission or sales reports and such other financial and business information which Company may designate as confidential. All such information (whether in written or electronic format) is proprietary and confidential to the Company and is transmitted to Affiliates in strictest confidence on a "need to know" basis for use solely in Affiliate's business with Company. Affiliates must use their best efforts to keep such information confidential and must not disclose any such information to any third party or use this information for any non-company activity directly or indirectly while being an Affiliate and thereafter.

Affiliates must not use the information to compete with the Company or for any purpose other than promoting Company's program and its products and services. Upon expiration, or termination of the Agreement, Affiliates must discontinue the use of such confidential information and promptly return any confidential information in their possession to the Company.

12.2 COPYRIGHT RESTRICTIONS

With respect to product purchases from the Company, Affiliates must abide with all third-party suppliers' use restrictions and copyright protections.

12.3 VENDOR CONFIDENTIALITY

Company's business relationships with its vendors, manufacturers and suppliers are confidential. Affiliates must not contact, directly or indirectly, or speak to, or communicate with any supplier or manufacturer of the Company except at Company sponsored events at which the supplier or manufacturer is present.

12.4 POACHING

As an Affiliate you are not allowed to promote or try to recruit Crowd1 Affiliates to other businesses, specifically, but not limited to, similar online networking/crowd marketing businesses.

12.5 OTHER SERVICES

Affiliates are not representatives or agents of Crowd1 and they may not hold themselves out to be as such. Affiliates may not enter into any agreement with third parties, create expenses, make commitments or open accounts on behalf of Crowd1. Affiliates are free to decide how and when they run their own Crowd1 business and to set their own specific goals and agenda as long as they remain within the framework and of these Terms and conditions, as well as legal requirements and generally accepted codes of conduct.

Affiliates may not promote or sell another company's services at functions organized to feature the Company and its products or services. Affiliates are not restricted from selling the services and products of other companies, however promotion of any other companies' services, products and/or business programs to Company Affiliates is strictly prohibited if it is enticing or disrupting the current Company's business structure.

12.6 ENTICEMENT

Affiliates shall not promote or entice new Affiliates by providing false projections to lure Affiliates to be a part of the Crowd1 community. This is ground for immediate suspension and possible termination.

13. TRADEMARKS, LITERATURE & ADVERTISING

13.1 TRADEMARKS

The trademarks, service marks and copyrighted materials are owned by the Company. Use of such marks and materials must be in strict compliance with these Terms & Conditions.

13.2 ADVERTISING & PROMOTIONAL MATERIALS

Only the promotional and advertising materials produced or approved in advance in writing by the Company may be used to advertise or promote an Affiliate's business or to sell products and services of the Company. Company's literature and materials shall not be reproduced without the prior written consent. Promotional material will be specifically made for the Affiliates to be used to promote their businesses. No company logos are allowed on Affiliate's promotion sites. All violations will be subject to suspension and possible termination.

You are prohibited, without prior written consent from Crowd1, from advertising in any way, shape or form. This includes, but is not limited to advertising, promotions of any kind or any advertising links on social forums, such as but not limited to blogs, social forums or other marketing methodology designed to promote Crowd1 and its products and services.

Crowd1 may offer at some stage, banners or other promotional material together with information and guidelines on how and where such material may be used. If the Affiliate fails to comply with these guidelines, Crowd1 holds the right to suspend and/or terminate the Affiliate's account.

13.3 USE OF COMPANY NAME

Affiliates may use the name of Company only in the following format: "Independent Affiliate for Crowd1", or "Independent Member for Crowd1", or "Independent Entrepreneur for Crowd1". The use of the company name "Crowd1" may only be used with the preceding title labeled as "Independent". We ask that Affiliates promote their businesses using their own unique names that do not mislead or interfere with the public perception of the business.

13.4 STATIONERY AND BUSINESS CARDS

Affiliates are not permitted to create their own stationery, business cards or letterhead graphics, if Company's trade name or trademarks are used. Only the approved Company's graphics version and wording are permitted such as the letterhead, envelopes and business cards, and these may be ordered using the online/stationery order form (available soon).

13.5 ELECTRONIC ADVERTISING

Affiliates shall not advertise or promote their Affiliate business, Company's business, products or marketing plan or use Company's name in any electronic media or transmission, including on the Internet via web sites and the like, without the prior written approval from the Company's Compliance Department. All materials found to be in breach of any prohibited advertising will result in suspension and possible termination of the account. All suspended accounts will be under investigation for a minimum of thirty (30) days until the case is concluded. All questions should be directed to Crowd1's Compliance Department. All accounts will be flagged by our Compliance Administrators and all violation emails will be sent from "Compliance Crowd1". These emails should be responded to immediately to ensure your account remains in good standing.

13.6 TELEPHONE LISTING

Affiliates are not permitted to use Company's trade name in advertising their mobile/telephone numbers in the white or yellow page sections of the telephone book. Affiliates are not permitted to list their mobile/telephone numbers under Company's trade name without obtaining prior written approval from Company's Compliance Department. Any Affiliate found to be conducting business in this manner without prior approval will be subject to immediate termination of their account and legal proceedings to follow.

13.7 TELEPHONE ANSWERING

Affiliates shall not answer the telephone by saying "Crowd1 Network Ltd," or "Crowd1", or in any other manner that would lead the caller to believe that he or she has reached a corporate representative or the offices of the Company.

13.8 MEDIA INTERVIEWS

Affiliates are prohibited from granting radio, television, newspaper tabloid, or magazine interviews, using public appearances, public speaking engagements, or making any type of statement to the public media to publicize the Company, its products or Company businesses, without the prior written approval from the Company's Compliance Department. All media inquiries should be in writing and referred to the Company's Compliance Department.

13.9 ENDORSEMENTS

No endorsements by a Company officer, administrator or third party may be asserted, except as expressly communicated in Company literature and communications. Certain regulatory agencies do not approve or endorse direct selling programs. Therefore, Affiliates shall not represent or imply, directly or indirectly, that Company's programs, products or services have been approved or endorsed by any regulatory agency. Crowd1 does not support the use of its logos, company names, product names, or images of Crowd1 products by other parties in marketing, promotional or advertising materials as their use may create the perception that Crowd1 endorses or sponsors the product service or promotion.

13.10 RECORDINGS

Affiliates shall not produce or reproduce Company products for sale or personal use such as literature, audio or video material, presentations, events or speeches, including conference calls produced by the Company. Video and/or audio recording of Company meetings and conferences is strictly prohibited unless there is prior approval and official announcement from the Company.

13.11 INDEPENDENT COMMUNICATIONS

Affiliates, as Independent Members and Entrepreneurs, are encouraged to distribute information and direction to their respective downlines. However, Affiliates must identify and distinguish between personal communications and the official communications of the Company. Reproducing communications in any form constitutes a breach of the Company's Terms and accounts will be subject to suspension or possible termination.

13.12 E-MAIL: ELECTRONIC NOTIFICATION

When you are approved as an Affiliate of Crowd1, you expressly consent to receive any notices, announcements, agreements, disclosures, reports, documents, communications concerning new products, services, crowdfunding, other records or correspondence from Crowd1. You consent to receive notices electronically through email using the email address you have registered with Crowd1. Please refer to the Privacy Policy for detailed information.

You agree to refrain from copying, duplicating, and/or soliciting information, material, and other properties owned by Crowd1 or any of the products and services the Company provides unless we grant you prior written approval and consent.

14. GENERAL PROVISIONS

14.1 TERM

The Agreement shall have a term which shall begin on the date of acceptance by the affiliate and shall end at the discretion of the Affiliate or the Company.

14.2 INDEMNIFICATION

Each and every Affiliate agrees to indemnify and hold harmless to the Company, its shareholders, directors, employee and agents from and against any claim, demand, liability, loss, cost or expense including, but not limited to, court costs and attorneys' fees, asserted against or suffered or incurred by any of them, directly or indirectly arising out of or in any way related to or connected with allegedly or otherwise, the Affiliate's (a) activities as Affiliate; (b) breach of the terms of the Agreement; and/or (c) violation of or failure to comply with any applicable local laws or regulation. Crowd1 reserves the right to assume the exclusive defense of any claim for which we are entitled to indemnification under this section. In such an event, you shall provide with such cooperation as is reasonably requested by Crowd1.

14.3 PROCESSING CHARGES

Company reserves the right to institute a processing charge for aforementioned amendment, transfer, and/or genealogy requests. Please refer to the schedule of fees.

14.4 MOBILE SERVICES

The web-based platform offered by Crowd1 may be available via your mobile phone, including the ability to receive and reply to messages and the ability to browse the Crowd1 website and maybe specific applications produced for usage and benefit to the Crowd1 Affiliates. Crowd1 does not charge you extra for these services, however, your carrier's normal messaging, data and other rates and fees will still apply. You should check with your carrier to find out what plans are available and how much they cost.

14.5 RELATIONSHIP WITH THIRD PARTIES

Crowd1 will link to third-party Suppliers where the Company has entered affiliation agreements giving cash back based on the level of activity generated by the Affiliates. These companies are not set up to respond directly to Crowd1 Affiliates except through their customer support.

14.6 AVAILABILITY, VIRUSES, WARRANTY DISCLAIMER

Due to the nature of the internet and computer systems, Crowd1 cannot be held liable for the continuous availability of the Crowd1 website. Although Crowd1 makes every endeavor to keep the website accessible and free from viruses, Crowd1 cannot make any guarantee that it is virus-free. You shall, for your own protection, take the necessary steps to ensure appropriate security measures and may utilize a virus scanner before downloading any information, software or documentation. The Crowd1 website or crowd funding may be unavailable from time to time for maintenance or for other reasons. Crowd1 assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user communications or content. Crowd1 is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers of any of the aforementioned, computer or mobile phone equipment, software, on account of technical problems or traffic congestions on the internet or at the Crowd1 website, including injury or damage to User's or to any other person's computer, cell phone or other hardware or software, related to or resulting from using or downloading materials in connection with the Crowd1 website or the crowd funding. All information and services included in or available through the Crowd1 website are provided "as is" and "as available" for your personal and non-commercial use. Neither Crowd1 nor any of its employees, agents, content providers, service providers, or licensors, makes any warranty of any kind regarding the website and/or the content contained therein, the products or services available on or through the website, the results that may be obtained from using the website and/or the products or crowd

funding offered through the Crowd1 website. Crowd1 disclaims all warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Crowd1 expressly disclaims all warranties that the content of the website is accurate, reliable or correct; that the website will be available at any particular time or location, will be uninterrupted, timely, secure or error-free; that any defects or errors will be corrected; or that the content is free of viruses or other harmful components. You download or otherwise obtain content, material data or software (including any mobile user) from or through the Crowd1 website or service at your own discretion and risk and you will be solely responsible for your use thereof and any damages to your cell phone or computer system, loss of data or other harm of any kind that may result. Because some jurisdictions do not permit the exclusion of certain warranties, these exclusions may not apply to you. To the extent that we may not disclaim implied warranties as a matter of applicable law, the scope and duration of such warranty shall be the minimum required under such applicable law.

14.7 LIMITATION OF LIABILITY

To the extent permitted by law, Company shall not be liable for, and each Affiliate releases Company from, and waives all claims for any loss of profits, indirect, direct, special or consequential damages or any other loss incurred or suffered by Affiliate as a result of (a) the breach by Affiliate of the Agreement and/or the Terms and Conditions and/or the Privacy Policy; (b) the operation of Affiliate's business; (c) any incorrect or wrong data or information provided by Affiliate; or (d) the failure to provide any information or data necessary for Company to operate its business, including, without limitation, the enrollment and acceptance of Affiliate into the Compensation Plan or the payment of commissions and bonuses.

Crowd1 or any of its subsidiaries, will not be held responsible to Affiliates, or any other parties, for incurred losses, costs or expenses, loss of use, and damages (consequential/ incidental or both) resulting from mistakes in, omissions from, or changes to, information, links, downloaded material or other materials, an Affiliate may receive or come into contact with, while accessing the website. We do not provide any guarantees for the accuracy or validity of information provided in any of our services generated from generally reliable sources due to the refusal of such companies to provide legal guarantees for their information.

Crowd1, does not accept any liability or legal responsibility for, arising out of use, any services provided, interpretation, or acceptance, of any information available on the website, www.crowd1.com or on any third-party websites. You agree to access the website at your own risk and we do not provide any legal warranty that information available or obtained on this website is absolutely accurate and reliable, or that accessing our servers cannot expose you to viruses or other forms of harm. You understand that you are solely responsible for damage or costs arising from damage to your computer and any of its components.

14.8 WARRANTIES

Except as expressly stated herein, Company makes no warranty or representation as to the merchantability, fitness for a particular purpose, workmanship or any other warranty concerning any product or service purchased from or through the Company.

14.9 FORCE MAJEURE

Company shall not be held liable for any failure or delay in performing any of its obligations under the Agreement or for other non-performance hereof if such delay or non-performance is caused (directly or indirectly) by circumstances beyond the Company's control, such as but not limited to events of pandemic, strike, labor disturbances, fire, flood, earthquake, storm, power outages, riot, act or ordinance of any governmental or local authority, acts of governmental or military authorities,

international sanctions, civil unrests, terrorism, armed conflict, war or by any other cause beyond the reasonable control of that Party (a "Force Majeure Event")

If the Company's performance of its obligation under this Agreement is affected by a Force Majeure Event, the Company shall immediately inform the Affiliates affected of such event and use reasonable commercial efforts to remove or overcome the hindrance for performance. Should a Force Majeure Event continue for more than three months, the Company reserves the right to terminate the Agreement with immediate effect.

14.10 VIOLATIONS

It is the obligation of every Affiliate to abide by and maintain the integrity of the Terms and Conditions and other Policies. By accessing Crowd1 Products and Services, Affiliate agree that the Company has the right to investigate any violation of these Terms, unilaterally determine whether you have violated these Terms, and take actions under relevant regulations without your consent or prior notice. Examples of such actions include, but are not limited to:

- Suspending your account;
- Freezing your account;
- Reporting the incident to the relevant authorities;

If an Affiliate observes another Affiliate committing a violation, he or she must report the violation committed in detailed writing to the Compliance Department of Crowd1. When sending in the reported violation, mark the correspondence in the subject line as "REPORTED COMPANY VIOLATION".

14.11 AMENDMENTS

Company reserves the right to amend the Terms and Conditions, the Compensation Plan as well as any other Policies and/or documents without prior notice as it deems appropriate. By accepting the Terms & Conditions, an Affiliate agrees to abide by all amendments or modifications that Company elects to make, now and in the future. Amendments will be communicated through official Company notifications such as, but not limited to, posting on Company website, posting in Affiliate's back-office, e-mail, special mailings or other publications. Amendments are effective and binding upon official Company notification. In the event any conflict exists between the original documents or policies and any such amendment, the amendment shall prevail.

14.12 ASSIGNMENT

Crowd1 may at any time assign or transfer all its rights and obligations under this Agreement to another legal entity without the prior written consent from the Affiliates.

14.13 NON-WAIVER PROVISION

No obligation or provision herein, and no custom or practice of the parties at variance with these Terms & Conditions, shall constitute a waiver of Company's right to demand exact compliance with these Terms. Company's waiver of any particular default by Affiliate shall not affect or impair Company's rights with respect to any subsequent default, nor shall it affect in any way the rights or obligations of any other Affiliate. No delay or omissions by Company to exercise any right arising from a default affect or impair Company's rights as to that or any subsequent or future default. Waiver by Company can be affected only in writing by an authorized officer of the Company.

14.14 STATUTES OF LIMITATIONS

Regardless of any statute or law to the contrary, any claim or cause of action arising out of or relating to these Terms & Conditions for Affiliates must be filed within three (3) months after such claim or cause of action arose or be forever barred.

14.15 GDPR REGULATIONS

In the framework of its business operations, Crowd1 processes personal data relating to its customers as well as other business contacts. Crowd1 makes sure that it processes personal data in a responsible and correct manner in accordance with applicable laws and regulations, such as the EU General Data Protection Regulation (GDPR). How Crowd1 processes personal data is regulated in the Privacy Policy, which forms an integral part of the Affiliate Agreement.

14.16 SEVERABILITY

If under any applicable and binding law or rule of any applicable jurisdiction, any provision of the Agreement, including these Terms and Conditions, Privacy Policy and any document provided by Crowd1 specified as part of the Affiliate Agreement, or any specification, standard or operating procedure which Company has prescribed is held to be invalid or unenforceable, Company shall have the right to modify the invalid or unenforceable provision, specification, standard or operating procedure or any portion thereof to the extent required to be valid and enforceable, and the Affiliate shall be bound by any such modification. The modification will be effective only in the jurisdiction in which it is required.

14.17 LIMITATION OF DAMAGES

TO THE EXTENT PERMITTED BY LAW, COMPANY AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES, SHALL NOT BE LIABLE FOR, AND AFFILIATE HEREBY RELEASES THE FOREGOING FROM, AND WAIVES ANY CLAIM FOR LOSS OF PROFIT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY ARISE OUT OF ANY CLAIM WHATSOEVER RELATING TO COMPANY PERFORMANCE, NONPERFORMANCE, ACT OR OMISSION WITH RESPECT TO THE BUSINESS RELATIONSHIP OR OTHER MATTERS BETWEEN ANY COMPANY AND THE COMPANY, WHETHER SOUNDING IN CONTRACT TORT OR STRICT LIABILITY. COMPANY SHALL NOT EXCEED AND IS HEREBY EXPRESSLY LIMITED TO, THE AMOUNT OF UNSOLD COMPANY SERVICES AND/OR PRODUCTS OF COMPANY OWNED BY THE AFFILIATE AND ANY COMMISSIONS OWED TO THE AFFILIATE.

14.18 NOTICE

Any communication, notice or demand of any kind whatsoever which either the Affiliate or Company may be required or may desire to give or to serve upon the other shall be in writing and delivered by electronic communication whether by Email or telecopy (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested). Any such communication, notice or demand shall be deemed to have been given or served on the date of confirmed dispatch, if by electronic communication, or on the date shown on the return receipt or by other evidence if delivery is by mail.

14.19 FAX BLASTS, SPAMMING

Fax blasting and unsolicited e-mailing (SPAMMING) is prohibited.

Crowd1 prohibits the marketing practice commonly referred to as "Spam". All messages that originate from you as an Affiliate must comply with all applicable laws in your jurisdiction as well as with general spam regulations. In the event of any validated report of "Spam" by you, Crowd1 may, at its sole discretion and without prior notice, terminate or suspend your Affiliate account, and in the case of termination, any unpaid and future Bonuses will then be forfeited to Company. Crowd1 defines "Spam" as:

- Electronic mail messages addressed to a recipient with whom the initiator does not have an existing business or personal relationship or is not sent at the request of, or with the express consent of, the recipient; Messages posted to forums and message boards that are off-topic (unrelated to the topic of discussion), cross-posted to unrelated newsgroups or forums, or posted in excessive volume; Solicitations posted in forums, on walls, private messaging or chat rooms, or to groups or individuals via Chat or “Instant Messaging” system; Crowd1 will evaluate each validated abuse incident on a case-by-case basis and will, at its sole discretion and with or without notice, suspend your account and/or terminate it, with forfeiture of any unpaid and future bonuses.

NOTE: That you agree and accept that Crowd1 will not be liable for any damages incurred in relation to emails sent out by you as an Affiliate. Any Affiliate is required to be responsible for their own communications and their conformance to these Terms & Conditions for Affiliated Partners and Affiliated Member.

14.20 MISCELLANEOUS

No delay or omission by any of the parties in exercising any right under these Terms & Conditions for Affiliates shall operate as a waiver of that or any other right. A waiver or consent given by the other party on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

Captions contained in these Terms & Conditions for Affiliates are inserted only as a matter of convenience or for reference and in no way define, limit, extend, or describe the scope of Terms & Conditions for Affiliates or the intent of any provision of Terms & Conditions for Affiliates. It is the intent of the parties that neither Terms & Conditions for Members, nor any covenant in Terms & Conditions for Affiliates, shall be construed against either party pursuant to the common law rule of construction against the drafter. It is the intent of the parties that said rule is not applicable to Terms & Conditions for Affiliates. The parties waive all rights to trial by a court in any action or proceeding instituted in connection with Terms & Conditions for Affiliates. If any provision of Terms & Conditions for Affiliates shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such provision shall be enforced to the maximum extent permissible so as to give effect to the parties’ intentions as reflected in the provision, and all other provisions of Terms & Conditions for Affiliates shall remain in full force and effect. In the event of a dispute arising out of or relating to Terms & Conditions for Affiliates, the prevailing party shall be entitled to an award of attorney’s fees and costs.

In the event that any provision of these Terms & Conditions for Affiliates shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. Nothing in these Terms & Conditions for Affiliates provides the Affiliates with the right, license, authorization or approval to make binding agreements with any person or entity on behalf of Crowd1. Furthermore, a Crowd1 Affiliate is not authorized to receive or collect money from any person on behalf of Crowd1. All payments must be made directly to Crowd1.

These Terms & Conditions for Affiliates, the Crowd1 Privacy Policy, as well as all other terms, obligations, and rules posted on the Crowd1 website, which are hereby incorporated by this reference.

NOTE: All and any inquiries related to Earnings, Payments, Placement Queries, Cancellations, Refunds – You will need to submit a support ticket through your back-office or via the ticket form on the login page of www.crowd1.com.

All inquiries related to Transfer of Ownership, Appeals, Copyright Infringements, Trademark Violations, KYC – You will need to send an email to compliance@crowd1.com.