

TERMS AND CONDITIONS

UPDATED June, 2024

Welcome to C1!

Thank you for visiting www.crowd1.com (the "Site"). This Site is powered by Crowd1 Network FZ-LLC and made available by C1 as a service. All content, information, and services provided on and through our Site may be used only under the following Terms and Conditions, Policies and Procedures, Compensation Plan, and any other Policies and/or documents that are issued by C1 and are amended from time to time.

These Terms and Conditions will be translated into different languages. In the event of any discrepancies between the English version and the translated versions, the English version shall prevail.

BY JOINING CROWD1 NETWORK FZ-LLC ("C1", "WE", "OUR", "COMPANY") AS AN AFFILIATE, YOU AGREE TO COMPLY WITH THE FOLLOWING TERMS AND CONDITIONS.

DISCLAIMER

Earnings Disclaimer

WE HAVE MADE EVERY EFFORT TO ACCURATELY REPRESENT THE SITE AND THE SERVICES DESCRIBED THEREIN. C1 DOES NOT GUARANTEE THAT YOU WILL EARN ANY MONEY USING THE METHODS, INFORMATION, AND SUGGESTIONS IN THE CONTENT PROVIDED. ANY EXAMPLES OR DEMONSTRATIONS PROVIDED ARE IN NO WAY A GUARANTEE OR PROMISE THAT AN INDIVIDUAL WILL MAKE AN EARNING OF ANY KIND.

C1 IS NOT A REGISTERED FINANCIAL ADVISOR, AND IT IS NOT A FINANCIAL INSTRUMENT, CONSEQUENTLY, C1 DOES NOT PROVIDE ANY KIND OF INVESTMENT ADVICE. AFFILIATES CANNOT PURCHASE OR ACQUIRE ANY STOCK OR ANY OTHER TYPE OF SECURITY IN C1 OR ANY SUBSIDIARY OF C1. C1 IS ABOUT MARKETING THIRD COMPANY PRODUCTS, FOR WHICH C1 RECEIVES COMMISSIONS FROM THOSE THIRD-PARTY VENDORS. COMMISSIONS FROM WHICH C1 AFFILIATES CAN EARN INCOME IN THE FORM OF VARIOUS BONUSES. THE BONUS DISTRIBUTED TO C1 AFFILIATES ARE SOLELY DEPENDING ON THE ACTIVITY OF EACH AFFILIATE AND NOT ON RECRUITMENT OF NEW AFFILIATES.

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 OF THESE FACTORS VARY

FROM ONE INDIVIDUAL TO ANOTHER. WE CANNOT GUARANTEE THE RESULTS YOU OBTAIN, YOUR SUCCESS, YOUR INCOME LEVEL, OR ANY OTHER OUTCOME YOU DESIRE. WE DO NOT TAKE ANY RESPONSIBILITY FOR YOUR ACTIONS.

CONTENT AND FUNCTIONALITY INCLUDED IN OUR SERVICES AND SITE 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 SITE OR ON ANY OF OUR SALES AND MARKETING CONTENT ARE SOLELY TO EXPRESS OUR OWN OPINION OF INCOME POTENTIAL. A LARGE NUMBER OF FACTORS WILL AFFECT YOUR EARNINGS AND ACTUAL RESULTS. WE PROVIDE NO GUARANTEES THAT YOU WILL OBTAIN RESULTS SUCH AS OURS OR ANYONE ELSE'S. IN FACT, NO GUARANTEES ARE GIVEN THAT YOU WILL ACHIEVE ANY RESULTS WHATSOEVER FROM OUR SITE, METHODS, SUGGESTIONS, OR OUR OTHER CONTENT. ANY RESULT YOU MAY SEE ON OUR SITE OR WITHIN ANY OF OUR CONTENT IS NOT TYPICAL. YOUR RESULTS WILL VARY FROM OTHER PEOPLE'S RESULTS.

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.

I. DEFINITIONS

The following definitions apply to these Terms and Conditions.

Active Customer

means a Person who has registered as a Customer on the Site and purchased a product or a service in the C-Store.

Activity Points (AP)

means points personally earned by an Affiliate when purchasing a product or service in the C-Store or in the C1 back-office.

Affiliate(s)

means C1 Customer(s) and Member(s) jointly referred to as Affiliate(s).

Back-office

means the Site, which is accessible only to the Affiliates with their personal log-ins.

Binary Structure

means a compensation plan that consists of two legs (left and right) or subtrees under every position.

Binary Value (BV)

means the binary value earned by an Affiliate when a downline Affiliate sells an Element Package or special packages sold during promotional campaigns.

Business Points (BP)

Business Point (BP) is the C1 compensation received by Affiliates when their Binary Value (BV) is in balance.

Compensation Plan

refers to the document outlining the structure and details of how C1 Affiliates earn income and bonuses based on their marketing activities and the sales of third-party products and services.

Crowd Bonus

means a bonus paid based on the Binary Value of a package referred to as BV to a Qualified Member.

Crowd Marketing

means the marketing of C1 products and services to a large number of people through the fast-growing C1 network of Affiliates.

C-Store

means the C-Store on the Site, featuring products and services marketed by C1.

Customer

means a person who receives an invitation from a C1 Affiliate via a referral link and completes the registration process on the Site.

Directly Sponsored

means an Affiliate having received a product or service, marketed by C1, directly from another Affiliate. This directly sponsored person is also called an immediate downline, or first line.

Direct Sales Bonus

means a bonus paid to an Affiliate who meets the monthly personal five (5) Activity Points requirement and refers to a Customer or a Member who makes a purchase of a product or service provided by a third-party supplier.

Downline

means 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.

Element Starter Packages

means the Element Starter Packages that may vary from time to time. Please go to the Site for more information on all available packages.

Household

means spouses/significant others, and dependents residing at the same address.

Username

means a unique name created by the Affiliates and used for tracking sales and purchases. Affiliates must refer to this username in all their correspondence and dealings with the Company.

Inactive Customer

means a person who has registered as a Customer on the Site but hasn't purchased a product or service in the C-Store.

Member

means a Customer with an Element Starter Package.

Non-qualified Member

means a Customer with an Element Starter Package who has not sponsored two (2) Customers with an Element Starter Package in each leg and/or doesn't hold a minimum of five (5) Activity Points.

Personal Account

means each Affiliate's personal account, accessed through the back-office on the Site and containing, but not limited to, the Affiliate's personal bonus achievement.

Qualified Member

means a Customer with an Element Starter Package who has sponsored a minimum of two (2) Customers with an Element Starter Package in each leg and holds a minimum of five (5) Activity Points.

Restricted countries

means countries to which C1 is unable to offer its products and services.

Starter Package(s)

means the Element Starter Packages available on the Site.

Successor

refers to an individual or entity who inherits the account of a deceased Affiliate and is entitled to the associated rights and obligations.

Transferor

refers to an Affiliate who is selling, assigning, merging, or transferring their Affiliate entity.

Terms and Conditions

means C1 Terms and Conditions, which can change from time to time but are applicable as stated. The Terms and Conditions are available for review on the Site and are a significant part of the overall Agreement between each Affiliate and C1.

II. BASIS OF COOPERATION - AND BASIC INFORMATION**INTRODUCTION**

C1 provides third-party products and services to its Affiliates through its affiliate and influencer marketing community. Persons can either choose to become a Customer or a Member of C1.

Affiliates of C1 may choose to participate in the above activities and receive certain bonuses and commissions based on the C1 Compensation Plan. C1 makes no implied or explicit guarantee that Affiliates will earn money or make any profits by enrolling in, associating with, or participating in the C1 network.

All information provided regarding any of the products and services provided by C1 is solely for informational purposes only. As such, no legal responsibility is assumed by C1, and the accuracy or reliability of information, quotes, opinions, or advice that results from any of the products or services is not guaranteed. Every Affiliate assumes sole legal responsibility for his or her decisions to follow suggestions made about any of the products and services offered on the Site.

The offerings provided by third-party vendors through C1 consist 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 the Site and due to different regulatory bodies and restrictions, certain products and/or services may not be available in your country of residence. Therefore, certain products and/or services will be restricted in some countries.

ACCEPTANCE AND PURPOSE OF THE TERMS AND CONDITIONS

The Terms and Conditions are legally binding obligations and contain rules and regulations governing the full scope of cooperation between C1 and its Affiliates as well as the cooperation among Affiliates.

The Affiliate Agreement (“**the Agreement**”) is the agreement entered into between each Affiliate and C1. The Agreement consists of the following procedures and documents:

- i) Completion of the registration and sign-up procedure on the Site and acceptance of the registration by C1
- ii) These Terms and Conditions
- iii) The Compensation Plan
- iv) The Policies and Procedures
- v) The Privacy Policy
- vi) The Anti-Fraud Policy

and any other documents that are issued by C1, that C1 specifically identifies as being a part of the Agreement. These documents, in their current form and as may be amended by C1 from time to time at its sole discretion, constitute the entire Agreement between C1 and its Affiliates. No other representation, promise, or agreement shall be binding on the parties unless in writing and signed by an authorized officer representing C1.

By accepting these Terms and Conditions, you agree that you have read and understood these Terms and Conditions and that your association with C1 shall be subject to these Terms and Conditions between you as an Affiliate and C1. These Terms and Conditions are subject to change without prior notice, and the most recent version will prevail.

COMPANY DETAILS

Crowd1 Network FZ - LLC – Premises No. 418, Fourth Floor, Building 08, Dubai Media City, Dubai, United Arab Emirates, Company Registration No. 101067 (hereinafter referred to as “**C1**” or the “**Company**”).

Visiting address: Arenco Tower, 21st floor, Al Safouh Second, Media City, Dubai.

Customer Support: can be contacted via the hyperlink in the C1 back-office.

Web Presence: www.crowd1.com

REGISTRATION PROCESS

Access to the back office requires Affiliates to create an account by providing certain information upon registration: eg. username, password, referrer's name, first and last name, registered company name, address, postal code, city, country, and e-mail address.

It is the responsibility of each Affiliate to ensure that the personal information entered during the registration process is accurate, up to date and matches the information contained on the Affiliate's KYC documents when applicable. All Affiliate's information entered will be locked for 14 days after registration, and changes to this information can only be made under special circumstances as further described in the Policies and Procedures.

REGISTRATION OF AN INDIVIDUAL

Individual Affiliates must be natural persons aged 18 and above as well as corporate entities. Natural persons must be mature and able to handle their own affairs and enter into formal agreements independently, without any mental impairment. People unable to act on their own (i.e., when under psychiatric care or in custody) are not allowed to register. Should any of these conditions arise after a registration is made, i.e., treatment, imprisonment, etc., the Affiliate's position will be temporarily suspended and/or terminated.

REGISTRATION OF A CORPORATE ENTITY

Corporations, partnerships, limited liability companies or other forms of business organizations or trusts may become Affiliates 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.

E-MAIL VERIFICATION AND VALIDATION

E-mail validation, including identity verification of every Affiliate who has signed up with C1, is part of registering at C1. The verification of the validity of the e-mail determines the level of access to the back-office. Affiliates with non-validated e-mail addresses have limited access to the back-office, as further described in the Policies and Procedures.

RESTRICTED COUNTRY LIST

C1 is unable to offer products and services to certain countries.

The countries to which C1 is unable to offer products and 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 operational or risk assessments made by C1 management. C1 reserves the right to restrict any registration from these countries. Personal information entered during the registration process and documents submitted will be verified during the KYC process. If C1 decides to discontinue offering products and services to a certain country in accordance with the aforementioned, it may, at its own discretion, move the accounts of affiliates, members, or customers to another country if legal or regulatory challenges make it hard to keep them in their current jurisdiction, or it may decide to suspend or terminate all affected Affiliate accounts within that particular country. If C1 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 verify if it is legally permitted to purchase any of the C1 products or services within the country of residence.

C1 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 C1 products or services within the Affiliate's country of residence, and/or resulting from acts or omissions from the Affiliate in his/her compliance with the Terms of this Agreement and the applicable laws and regulations. Neither C1 nor any of its subsidiaries will 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 C1 deciding on additional restricted countries in accordance with paragraph 2 above.

KYC/AML – KNOW YOUR CUSTOMER

Due to the protection of C1, all Affiliates must be compliant with all applicable Anti-Money Laundering ("AML") as well as all Counter-Terrorist Financing ("CTF") laws and regulations. Subsequent to the account registration, C1 performs Affiliate due diligence, also known as Know Your Customer ("KYC"). Affiliates are required to provide additional information and documents, including but not limited to date of birth, phone number, government issued ID, and a selfie, for KYC verification. C1 reserves the right to request an enhanced KYC when required as well as perform an ongoing KYC on the Affiliate's profile.

Approved KYC is mandatory for payouts. It is recommended for all new Members to upload KYC information and documents as soon as possible after the registration date, as account balances of non-KYC approved Affiliates cannot exceed the value of 50 000 BP (fifty thousand business points).

If an Affiliate does not have an approved KYC, the Affiliate cannot request any BTC withdrawals from their Personal Accounts or exchange any balance on their Personal Accounts into Gift Codes in excess of the accumulated value of 10 000 BP (ten thousand business points).

Any applicable costs related to the KYC application shall be paid directly by the Affiliates in accordance with what is stated in the Policies and Procedures. C1 may also restrict other functions than withdrawals to comply with bank requirements or regulations from authorities.

If suspicions of any unusual activities on a Personal Account arise that an Affiliate may be in violation of any AML and/or CTF laws and/or regulations, and/or if an Affiliate is deemed to be an unacceptable risk under this section, C1 reserves the right to immediately suspend the Affiliate's account pending further investigation.

SECTION ONE: AFFILIATE TYPES AND AFFILIATE BENEFITS

C1 offers two different forms of affiliation, Customers and Members, jointly referred to as Affiliates. Upon registration, each Affiliate starts as a Customer and may choose to become a Member at a later stage.

1.1 BECOMING A "CUSTOMER"

In order to join C1 as a Customer, the person needs to receive an invitation from a C1 Affiliate via a referral link and complete the registration process on the Site. Being a Customer enables that person to buy any product and/or service in the C-Store.

In case of a product or service purchase, the Customer is considered an Active customer; in case of no single purchase, the Customer is, however, considered an Inactive Customer. All Customers are eligible for a Sales Bonus according to the terms of the Compensation Plan.

A Customer can choose to upgrade to become a C1 Member by purchasing an Element Starter Package, and by doing so, they claim a designated spot in the C1 Binary Structure. That Customer will, however, not earn any bonus in the C1 Binary Structure prior to the upgrade, i.e., no bonus is awarded retroactively.

Becoming a Customer of C1 is always subject to the applicant having been accepted by the Company as a Customer . The Company however, reserves the right to decline any registration for any reason, at its sole discretion.

1.2 BECOMING A “MEMBER”

In order to become a Member of C1, the Customer needs to have purchased an Element Starter Package. A Member becomes a Qualified Member by sponsoring a minimum of two (2) Customers with an Element Starter Package in each leg and holding a minimum of five (5) Activity Points.

A Member chooses to use his/her best effort to promote and sell products and services of the Company to potential Customers pursuant to the Agreement contained within the Policies and Procedures and Terms and Conditions. In doing so, the Member will maintain high standards of honesty, integrity, and business ethics when dealing with potential Customers, the Company, or other Members. A Member’s failure to register their account accurately can or will result in a delay in purchases and/or withdrawal requests and/or result in the termination of the account due to the severity of the false information entered.

Joining as a Member can be either for individuals or for corporate entities. A Member cannot register both as an individual and as a corporate entity but must choose to register either as an individual or as a corporate entity. C1 offers its Members eligibility to participate as Member in their different Starter Packages as well as in future offers.

Becoming a Member of C1 is always subject to the applicant having been accepted by the Company as a Member. The Company, however, reserves the right to decline any registration for any reason, at its sole discretion.

1.3 BEING AN AFFILIATE WITH C1

As an Affiliate in C1, you will be able to access the back office with your personal login created during the registration process. In the back-office, you will find information about C1 and the opportunities that C1 may offer to the Affiliates from time to time. As an Affiliate, you decide on your own to join the opportunity at C1 by purchasing a Starter Package, which will open up an opportunity for a variety of bonuses.

1.3.1 STARTER PACKAGE

C1 offers a variety of products and services, along with various Starter Packages an Affiliate can choose from. C1 may introduce, release new starter packages, enhance, or upgrade the versions of existing starter packages, or remove existing starter packages. Any changes to the Starter Packages will be timely communicated prior to implementation through social media, back-office news updates, and company webinars.

1.3.2 STARTER PACKAGE OPT-OUT

With the introduction of new Starter Packages, Members will be given appropriate time to upgrade their existing Starter Package to a new one. A Member may choose to opt out; however, failure to upgrade the existing Starter Package within the specified timeframe may result in the expiration of accrued business points (refer to the Compensation Plan) and the account being considered Inactive.

1.4 GIFT CODES

C1 offers its Affiliates the ability to purchase Gift Codes. Gift Codes can be used by the buyers but can also be given and/or sold to any new Affiliate wishing to be a part of C1's opportunity.

If an Affiliate sells a Gift Code to any new Affiliate wishing to be a part of C1's opportunity, the Affiliate is required to sell the Gift Code for the purchase price listed on the Site. All Affiliates found selling Gift Codes for a price that is less than the purchase price listed on the Site will have their account terminated immediately, and their account as well as their account balance and any pending payout request(s) will then be 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 C1's opportunity is deemed to have been used by the Affiliate and cannot be refunded.

No gift codes can be redeemed for cash. Refer to Section 10.2 for refunds on gift codes.

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

1. Affiliate's account who is in possession of the gift code will be placed on hold while the company investigates the matter.
2. Upon conclusion of the investigation, the Affiliate's account holder will have to submit KYC documentation upon request to unhold the account and will be asked to change their Account's password.

3. The person found to have used the Stolen Gift Code, that account will be suspended and possibly terminated with no consideration of reactivation.

Affiliates RESPONSIBILITY: All Affiliates issuing Gift Codes to new Affiliates are asked to maintain a paper trail of all their transactions to avoid closure of their accounts due to possible fraud.

All Affiliates found to be fusing Gift Codes in violation of these Terms and Conditions and/or Policies and Procedures will be terminated immediately, and their Account as well as their account balance and any pending payout request(s) will be forfeited to the Company.

Any monetary transactions made between parties for the use of Gift Codes are the responsibility of the parties involved. 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.

We advise all members to keep a paper trail of all transactions and only exchange money between parties they trust.

1.5 ACCESS TO BACK-OFFICE

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 for each type of affiliation.

1.6 USERNAME/PASSWORD

Affiliates MUST treat their back-office and the data therein as confidential. The username and password must NOT be disclosed. It is recommended to change passwords from time to time.

C1 takes no responsibility for any losses or other problems arising from the Affiliate's password getting into the hands of an unauthorized third party.

1.7 AFFILIATES OBLIGATIONS & RIGHTS

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

1.7.2 Registrations may be initiated either using the direct sponsor's referral link, QR code, or the C1 home page (in the latter case, the person wishing to register must enter their sponsor's username). The newly registered Affiliate is placed on their sponsor's team as the sponsor's directly sponsored Affiliate. All new Affiliates 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 C1's genealogy records (back-office). All new Affiliates have their own position in the C1 Bonus Structure. The C1 Bonus Structure means that every registered affiliate has two possible positions below their own, one on the left and one on the right.

- 1.7.3 Corporate entities (private and public companies, associations, clubs, foundations, etc.) may also register with C1 as an Affiliate. They, too, need to complete the online registration form and submit, within 30 days from their online registration, a copy of their Articles of Association and/or other documents, signed by the representative (statutory Director) of the organization validating the Affiliate's identity. Until all required documents are received, C1 withholds the payment of bonuses.
- 1.7.4 Affiliates may at any time change their status from "private individual" to any corporate entity. Such change of status is subject to a registration fee in accordance with the price list applicable in the Policies and Procedures at the time of the transfer.
- 1.7.5 The basis for the relationship between C1 and its Affiliate(s) is the Affiliate Agreement. Affiliate(s) understand(s) that they will act at their own risk as entrepreneurs and will take responsibility when participating in and/or referring new Affiliates to the C1 Bonus Structure. Affiliates are responsible for their own acts, statements, or behavior, and no responsibility for their acts, statements, or behavior may be passed over to C1. By accepting the Affiliate Agreement, Affiliates agree to automatically enter into a cooperation agreement with C1.
- 1.7.6 As an Affiliate, you can refer new Affiliates to C1. Please note that C1 does not pay/give any commission, compensation, or any other form of bonus or reward for referring any new Affiliate(s) to C1.

1.8 LEGAL AGE REQUIREMENT

Affiliates must be 18 years of age or older.

1.9 DIVORCE

When a couple sharing an Affiliate entity divorces or separates, C1 will continue to pay commissions in the same manner as before the divorce or separation until it receives written notice signed by both parties or a court decree that specifies how future commissions should be paid, provided, if applicable, that the couple has complied with the requirements of Section 5.3.

1.10 CORPORATIONS, PARTNERSHIPS, AND TRUSTS

Corporations, partnerships, limited liability companies, or other forms of business organizations or trusts may become Affiliates of the Company when the Agreement is accompanied by a corporation ID number and supporting documentation provided to the Compliance Department.

Shareholders, directors, officers, partners, members, beneficiaries, and trustees, as applicable, and Affiliate entities must agree to hold such titles, and the Company will hold each personally liable and bound by the Affiliate Agreement. The Compliance Department might require notarized written consent, depending on the Articles of Incorporation received.

1.11 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), C1 will take action to rectify the misbehavior, including but not limited to terminating the account(s) involved. In the event that C1 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) will be forfeited to the Company.

1.12 "AFFILIATE" STATUS

Affiliates are responsible for determining their own activities without direction or control from C1. They are not franchisees, joint venture partners, employees, or agents of the Company and are prohibited from stating or implying, whether orally or in writing, otherwise. Affiliates have no authority to bind the Company to any obligation. The Company is not responsible for the payment or co-payment of any employee benefits. Affiliates are responsible for liability, health and disability insurance, 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.

1.13 TAXATION

Affiliates will not be treated as franchisees, owners, employees, or agents of the Company for tax purposes, including, but not limited to, the creation of any employer/employee relationship or any type of joint venture or joint ownership. Affiliates are not classified as employees 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. C1 will not deduct any taxes or duties from

an Affiliate's bonuses and other remuneration, except when the company is obliged under law to do so at any time in the future. C1 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 C1 business (i.e., 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.

1.14 COMPLIANCE WITHIN YOUR COUNTRY OF RESIDENCE

Affiliates must comply with their respective country and local statutes, regulations and ordinances concerning the operation of their business. Affiliates are responsible for their own managerial decisions and expenditures, including all estimated income and self-employment taxes.

All Affiliates accept and acknowledge that products and services may not be available in their country of residence due to regulatory compliance reasons and that it is the SOLE responsibility of each Affiliate to verify if it is legally permitted to purchase any products or services being offered on the C1 Site within the Affiliate's jurisdiction. It is the Affiliates sole responsibility, and not that of C1, to ensure that the Affiliates follow the laws of their country of residence.

If an Affiliate is subject to investigation by an authority, his/her account may be suspended pending further investigation or the outcome of the case.

SECTION TWO: TERM OF AFFILIATE AGREEMENT

2.1 TERM

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

2.2 POACHING

As an Affiliate, you are not allowed to promote or try to recruit C1 Affiliates to other businesses, specifically, but not limited to, similar online networking/crowd marketing businesses.

SECTION THREE: SPONSORSHIP

3.1 SPONSORING

Affiliates may sponsor other Affiliates in the Company's business. Affiliates must ensure that each potential new Affiliate has reviewed and had access to the current Policies and Procedures, Terms and Conditions, and Compensation Plan prior to registering them in their business.

3.2 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 Agreement received by the Company may be accepted. According to the Affiliate Agreement, an Affiliate is only entitled to have one position in the C1 Bonus Structure. Attempts to the contrary will be filtered out and blocked by C1.

If, for any reason, 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. If, for any reason, multiple account registrations have been brought to the attention of C1 management, all accounts will be subject to suspension and possible termination. Every account must have a unique KYC attached, a unique valid e-mail address, and proper verification details unique to the account holder. If, for any reason, Affiliates try to circumvent the regulation of one account only, C1 will immediately terminate all accounts and/or memberships except for the first account registered. If there is a discrepancy on what account was registered first, C1 will rely on its day and time stamped data to determine the first registered account. C1 may also delete any membership to comply with applicable laws, protect its property or the property of others, ensure the safety of C1 and others, or if C1 reasonably determines that a registrant has or is likely to engage in any activity that violates these Terms and Conditions.

In case of termination, any accounts and all balances on the accounts terminated will be forfeited to the Company, and any pending payout requests will be revoked.

3.3 TRAINING / MENTORING REQUIREMENT

A Sponsor must maintain an ongoing professional leadership association with Affiliates in his/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.

C1 will not be held responsible for any training-related activities or expenses incurred.

3.4 INCOME CLAIMS

Affiliates must truthfully and fairly describe the C1 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 may not be used as marketing material. Affiliates may not guarantee commissions or estimate expenses for prospects. This would be considered enticement and is in breach of these Terms and Conditions.

3.5 TRANSFER OF SPONSORSHIP LINES

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

3.6 CROSS SPONSORING

Affiliates may not sponsor, or attempt to sponsor, any non-personally sponsored Affiliates in any other E-Commerce Marketing Company. In addition, no Affiliate may participate in any action that causes another Affiliate to be sponsored through someone else into another network marketing company. C1 has a Zero Tolerance Policy for Cross Sponsoring.

3.7 DOUBLE SPONSORING

Double sponsoring is not allowed. Double sponsoring happens when a natural person (or corporate entity) intends to register as a new Affiliate with C1, although they are already a registered Affiliate or, over the previous 6 months, have already been registered as an Affiliate in another line of sponsorship. Using the name of someone's spouse, other family members, 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 is also not allowed. Similarly, no Affiliate is allowed to entice or encourage any other Affiliate to change sponsors and register under him/her using any of the above unethical methods. Naturally, a change of sponsors may take place if it has already been approved by C1.

3.8 CROSS RECRUITING WITHIN C1

An Affiliate may not recruit, or attempt to sponsor, any non-personally sponsored Affiliate that is active or inactive in C1 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 the event of termination, all balances on the account will be forfeited, and any pending payout requests will be revoked. C1 has a Zero Tolerance Policy for Cross Recruiting.

3.9 TRANSFER OF OWNERSHIP

In order to be considered to transfer a Qualified Member's account to a new account holder, the buyer of the account must fully understand and accept all liabilities that the new 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. The 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 our Policies and Procedures. All Affiliates wishing to request a transfer of ownership must have KYC approved prior to requesting a transfer of account. If the account is not KYC approved at the time of the request, the request for transferring will be declined.

***Note: All transfers of ownership are subject to Company approval.**

SECTION FOUR: INACTIVATION/RESIGNATION/SUSPENSION/TERMINATION

4.1 INACTIVATION

Inactivation of a Customer Account

A Customer Account is active for 180 consecutive days after the Customer has last purchased a product or service from the C1 C-Store or from when a subscription period for any C1 product or service purchased by the Customer has ended (**the "Active Period"**). After the Active Period, the Customer account will be inactive unless the Customer purchases a new product or subscription.

Inactivation of a Member Account

A Member Account without any Member activity during a calendar month is deemed as an Inactive Member Account. Member activities include the following:

- Back-office activity, i.e. Member log-in to the account
- Generating Binary Value (BV)
- Generating Activity Points (AP)
- Active sales from the C-Store
- Sponsoring activity, i.e. new referrals, directly sponsored

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

If a Member Account is considered inactive, a fee of 2 Euros (two) must be paid in order to reactivate the account for that month.

4.2 VOLUNTARY RESIGNATION/TERMINATION

a) An Affiliate can terminate the Account at any time by giving seven (7) days notice to C1 by sending a support ticket through their back-office. Affiliates can terminate their positions if they wish to end their association with C1. This, however, will result in Affiliates becoming ineligible to receive any C1 bonuses and other benefits as their positions will be canceled and their positions 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.

4.3 SUSPENSION

C1 has the right, in its sole discretion, to suspend, at any time based on these Terms and Conditions and applicable laws and regulations, an Affiliate's account and/or access to the Site and/or C1's back-office. In such an event, all balances and privileges will be subject to suspension. Affiliates may be suspended for violating the terms of their Agreement, which include these Terms and Conditions, the Compensation Plan, and the Policies and Procedures, or any other documents produced by the Company. When a decision is made to suspend an Affiliate, C1 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 e-mail to the e-mail address registered to the account in question, pursuant to the notice provisions contained in the Policies and Procedures and in these Terms and Conditions. Such suspension may or may not lead to termination of the Affiliate, as so determined by the Company at its sole discretion. If the Affiliate wishes to appeal, the Company must receive an 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 an Affiliate or using any of the Company's proprietary marks and/or materials; and/or
- b) Suspension of commissions, bonuses and withdrawal requests owed to the Affiliate during the suspension period; and/or
- c) Prohibiting the Affiliate from purchasing products or services from the Company; and/or
- d) Prohibiting the Affiliate from sponsoring new Affiliate(s), contacting current Affiliate(s) or attending meeting(s) of Affiliate(s); and/or
- e) Prohibiting the Affiliate from purchasing Gift Code(s) from the Company.

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

4.4 TERMINATION

Affiliates may be immediately terminated for violating the terms of their Agreement, which includes these Terms and Conditions, the Policies and Procedures, the Compensation Plan, and any other documents produced by the Company upon written notice. The Company may terminate a violating Affiliate without placing the Affiliate on suspension, at the Company's sole discretion.

C1 can, at any point, decide to terminate your Account without giving any reason for the termination. The termination will take effect immediately, and your Account as well as your account balance and any pending payout request(s) will be forfeited to the Company.

When the decision is made to terminate an Affiliate, the Company will inform the Affiliate in writing at the e-mail address in the Affiliate's back-office profile that the termination has occurred.

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 C1. 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.

4.5 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 an 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;
- d) Must take all action reasonably required by the Company relating to protection of Company's confidential information. The Company has the right to offset any amounts owed by the Company to the Affiliate, including, without limitation, any indemnity obligation incurred pursuant to Section 11.1 herein, from commissions or other compensation due to the Affiliate.

In the event that an Affiliate has been immediately terminated for violating the terms of his/her Agreement with C1, the Affiliate loses all rights to his/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/her Account, including any pending payout requests.

4.6 REAPPLICATION

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

4.7 LOCAL LAWS

Where state laws on termination are inconsistent with this policy, the applicable local law shall apply as stated in Section 11.15.

SECTION FIVE: TRANSFERABILITY

5.1 ACQUISITION OF BUSINESS

Any Affiliate desiring to acquire an interest in another Affiliate's business must first terminate his/her Affiliate status and wait three (3) months before becoming eligible for such a purchase. All such transactions must be fully disclosed, must be approved by the Company in advance through the Compliance Department, and are subject to approval.

5.2 TRANSFERS OF AFFILIATES

Except as expressly set forth herein, an Affiliate may not sell, assign, or otherwise transfer his or her Affiliate entity (or rights thereof) to another Affiliate or to an individual who has an interest in another Affiliate entity. Notwithstanding the foregoing, the Affiliate may transfer his or her Affiliate entity to his/her sponsor, subject to the conditions of Section 5.3 with reference to the rules set forth in Section 3.9 of this Agreement. In such an event, the sponsor's entity and the transferring Affiliates entity shall be merged into one entity.

5.3 CONDITIONS TO TRANSFERABILITY

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

- a) The 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 their Affiliate entity must first provide the Company with the right and option to make such a purchase or receive such a transfer in writing on the same Terms and Conditions as any outstanding or intended offer. The Transferor is required to fill out a Transfer of Ownership form and submit it to the Compliance Department of the Company. The Company will advise the Affiliate within ten (10) business days after receiving such notice of its decision to accept or reject the offer.
- b) The selling Affiliate must provide the Company with a copy of all documents that detail the transfer, including, without limitation, the name of the purchaser, the fully filled out Transfer of Ownership form, and required supporting documentation for further review. The Affiliate will be notified of the transferable assets available.
- c) An office administration transfer fee of seventy-five (75) Euros must accompany the transfer documents.
- d) The documents must contain a covenant made by the selling Affiliate 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.

e) Upon a sale, transfer, or assignment being approved in writing by the 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.

f) The Company reserves the right, at its sole discretion, to stipulate additional terms and conditions prior to approval of any proposed sale or transfer. The Company reserves the right to disapprove any sale or transfer, where allowed by law.

5.4 CIRCUMVENTION OF TRANSFERRING ACCOUNT POLICIES

If it is determined, at the Company's sole discretion, that the Affiliate entity was transferred in an effort to circumvent compliance with the Agreement, the Policies and Procedures, Terms and Conditions, or the Compensation Plan, 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 Policies and Procedures and Terms and Conditions.

5.5 SUCCESSION

Notwithstanding any other provision of this Section, upon the death of the Affiliate, the Affiliate account will pass to his/her Successor in interest as provided by law. However, the Company will not recognize such a 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. All changes will be made through the Compliance Department. The Company has the right to refuse such changes if it feels the documentation is not a true notarized decree, documents have been forged, or documents have been altered in any way. When the account holder has been reported as deceased, the account will be placed in "hold" status while waiting on legal documentation. When the Successor is an existing Affiliate, that Affiliate, i.e., the Successor, needs to notify the Compliance Department which account(s) he/she wants to keep, and the account balance (not the Binary Value) will be merged into that account and the other account will be terminated. When the Successor is not a member, he/she can get the position that has been inherited.

5.6 RE-ENTRY / RE-APPLY

Any Affiliate who transfers his/her Affiliate Account must wait 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 any given reason.

SECTION SIX: PROPRIETARY INFORMATION

6.1 CONFIDENTIALITY AGREEMENT

During the term of the Agreement, the Company may supply to Affiliates confidential information, including, but not limited to, genealogical and downline reports, customer lists, customer information developed by the Company or developed for and on behalf of the 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 as the 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 the 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 the Company's program and its products and services. Upon 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.

6.2 COPYRIGHT RESTRICTIONS

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

6.3 VENDOR CONFIDENTIALITY

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

SECTION SEVEN: TRADEMARKS, LITERATURE & ADVERTISING

7.1 TRADEMARKS

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

7.2 ADVERTISING AND PROMOTIONAL MATERIALS

Only the promotional and advertising materials produced by the Company 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. The Company's literature and materials may not be duplicated or reprinted without prior written permission. Promotional material will be specifically made for the Affiliates to use 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 by C1, 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 blogs, social forums, or other marketing methodologies designed to promote C1 and its products and services.

C1 may offer, at some stage, banners or other promotional material together with information about how and where such material may be used. Affiliates may advertise if they are following such guidelines strictly.

If the Affiliate fails to comply with these guidelines, C1 holds the right to suspend and/or terminate the Affiliate's account.

7.3 USE OF COMPANY NAME

Affiliates may use the name of the Company only in the following format: "Independent Affiliate for C1" or "Independent Member for C1". The use of the Company name "C1" may only be used with the preceding title labeled "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.

7.4 STATIONERY AND BUSINESS CARDS

Affiliates are not permitted to "create" their own stationery, business cards, or letterhead graphics if the Company's trade name or trademarks are used. Only the approved Company's graphics version and wording are permitted.

7.5 ELECTRONIC ADVERTISING

Affiliates may not advertise or promote their business or the Company's business, products, or marketing plan or use the Company's name in any electronic media or transmission, including on the Internet via websites or otherwise, without the prior written approval of the Company's Legal and/or 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 30 (thirty) days until the case is concluded. All questions should be directed to C1's Compliance Department. All accounts will be flagged by our Compliance Administrators, and all violation e-mails will be sent from "Compliance C1". These e-mails should be responded to within 72 hours to ensure your account remains in good standing.

7.6 TELEPHONE LISTING

Affiliates are not permitted to use the 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 the Company's trade name without first obtaining the Company's prior written approval. However, any Affiliate found to be conducting business in this manner without the Company's approval will be subject to immediate termination of their account and legal proceedings to follow.

7.7 TELEPHONE ANSWERING

Affiliates may not answer the telephone by saying "Crowd1 Network FZ-LLC," or "C1", or in any other manner that would lead the caller to believe that he/she has reached a corporate representative or the offices of the Company.

7.8 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 its businesses without

the express prior written approval of the Company. All media inquiries should be in writing and referred to the Company's Compliance Department.

7.9 ENDORSEMENTS

No endorsements by a Company officer, administrator, or third party may be asserted, except as expressly communicated in the Company literature and communications. Certain regulatory agencies do not approve or endorse direct selling programs. Therefore, Affiliates may not represent or imply, directly or indirectly, that the Company's programs, products, or services have been approved or endorsed by any governmental agency. C1 does not support the use of its logos, company names, product names, or images of C1 products by other parties in marketing, promotional, or advertising materials, as their use may create the perception that C1 endorses or sponsors the product, service, or promotion.

7.10 RECORDINGS

7.10.1 CONSENT

During conferences, meetings, and events arranged by C1 and/or representatives on behalf of C1, we will record and save moving video material, as well as audio recordings, and take photographs of all attendees. The materials may be used in both printed and digital form by C1 for marketing purposes in different kinds of media, including but not limited to webpages and social media platforms.

7.10.2 PROHIBITION

Affiliates may not produce or reproduce products for sale or personal use that are produced or reproduced by the Company or any 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 approved and officially announced by the Company in advance of the meeting or conference.

7.11 INDEPENDENT COMMUNICATIONS

Affiliates, as Independent Customers and Members, 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 Conditions, and accounts will be subject to suspension or possible termination.

7.12 E-MAIL: ELECTRONIC NOTIFICATION

When you are approved as an Affiliate of C1, you expressly consent to receive any notices, announcements, agreements, disclosures, reports, documents, communications concerning new products, services, crowdfunding, or other records or correspondence from C1. You consent to receive notices electronically by way of transmitting the notice to you by e-mail using the e-mail address you have registered with C1. Please refer to the Privacy Policy for detailed information regarding privacy.

YOU agree to refrain from copying, duplicating, and/or soliciting information, material, and other properties owned by C1 or any of the products and services we provide unless we grant YOU prior written approval and consent.

SECTION EIGHT: PAYMENT OF COMMISSIONS (REMUNERATIONS)

8.1 BASIS FOR COMMISSIONS

Commissions and other compensation cannot be paid until KYC documents have been approved and accepted by the Company. Commissions are paid ONLY on the sale of Company services and products. No commissions are paid on the purchase of Sales materials or for Sponsoring Affiliates.

8.2 COMMISSION (REMUNERATION) PAYMENTS

Commissions are paid to Affiliates in accordance with the Compensation Plan. Affiliates must refer to the Compensation Plan for a detailed explanation of the benefits, bonus structure, and requirements of the Compensation Plan. Affiliates may also receive perks for being Affiliates, but they would have to refer to the Compensation Plan for specific details.

8.3 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.

In cases of suspected irregularities or fraud, as well as by means of protecting the financial interest and future of the Company, C1 reserves the right to take actions at its sole discretion, including, but not limited to, the payout procedures.

SECTION NINE: PURCHASE & SALE OF SERVICES

9.1 PAYMENT OPTIONS

Affiliates may use accepted cryptocurrencies or a payment platform offered by C1 to fund their purchases of the Company's products and services of their choice. All banking fees and wire transfer expenses will be borne by the Affiliates. Wire Payments must be made to the bank details located in the back-office under the payment tab. Payments through wire transfer will have to be confirmed and verified before any activation of the products or services of C1.

9.2 PURCHASE CONFIRMATION

Affiliates will be able to download a copy of the invoice in the back office as soon as payment has been successfully received by C1.

Affiliates shall notify C1's Customer Support within fourteen (14) business days if any purchase of products and services has not been reflected in their Account. Unless notified within fourteen (14) business days, all purchases shall be deemed received.

9.3 FAX BLASTS, SPAMMING

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

C1 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, C1 may, at its sole discretion and without prior notice, terminate or suspend your Affiliate account, and in the case of termination, you will forfeit any unpaid and future bonuses. C1 defines "Spam" as:

- Electronic mail messages addressed to a recipient with whom the initiator does not have an existing business or personal relationship or are 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; C1 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: You agree and accept that C1 will not be liable for any damages incurred in relation to e-mails sent out by you as an Affiliate. Any Affiliate is required to be responsible for their own communications and their conformance to these Terms and Conditions for Affiliates.

SECTION TEN: GUARANTEE, COOLING OFF PERIOD, REFUND POLICY, AND WARRANTIES

10.1 MONEY BACK GUARANTEE / COOLING OFF PERIOD

The Company offers a fourteen (14) days, 100 percent Money Back, and Satisfaction Guarantee to all Affiliates on Starter Packages bought on the Site. The fourteen (14), 100 percent Money Back Guarantee starts from the moment of your purchase, includes weekends, and only applies to the initial purchase of an unused Starter Package that has been bought from the Company. If an Affiliate is dissatisfied with the product or service for any reason, the Affiliate may receive a refund within fourteen (14) days of the Affiliate's initial purchase for a full refund of the purchased price which will be converted to business points in his/her back-office. All other warranties and guarantees are disclaimed. After fourteen (14) days, your purchase of a Starter Package will no longer be refundable. Please see the Policies and Procedures for full disclosure.

The fourteen (14) days cooling off period will be terminated and canceled immediately if you:

- 1) Choose to use any of the features on your C1 Site.
- 2) Have used your C1 products, including but not limited to Starter Packages, promotions and campaigns.

If the above criteria are met, Affiliates will neither have a cooling off period nor the right to a refund or a chargeback since you have started to use the product you have bought, which per definition cancels your possibility for any refund and to which the Affiliate agrees to irrevocably waive their 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 may not be able to take advantage of some of the products or services of C1.

10.2 REFUNDS ON GIFT CODES

Refunds on Gift Codes are applicable under 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 into the buyer's account in his/her 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 his/her back-office.
3. If the original buyer who purchased the Gift Code paid with BTC or USDT, the purchase amount will be returned to his/her Account Balance in fiat currency, which will be converted to business points in his/her back-office.

4. The party who has received the Gift Code from an Affiliate to join the C1 opportunity will not be able to redeem or request a refund for the Gift Code from the Company. An Affiliate who gives a Gift Code away and/or sells a Gift Code to any new member wishing to be a part of C1's opportunity will be deemed to have been used and will not be refunded in any way. The Affiliate agrees to irrevocably waive their right to a refund of Gift Codes that have been used.
5. Regarding the refund policy of any product or service purchased via the C1 platform, the Company refers the Affiliates to the refund policy of the respective third party offering that specific product or service.

Note: There are no cash refunds for Gift Codes.

10.3 WARRANTIES

Except as expressly stated herein, the 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.

SECTION ELEVEN: GENERAL PROVISIONS

11.1 INDEMNITY AGREEMENT

Each and every Affiliate agrees to indemnify and hold harmless the Company, its shareholders, officers, directors, employees, agents, and successors in interest 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 an Affiliate; (b) breach of the terms of the Agreement; and/or (c) violation of or failure to comply with any applicable local laws or regulations. C1 reserves the right to assume the exclusive defense of any claim for which we are entitled to indemnification under this section. In such event, you shall provide C1 with such cooperation as is reasonably requested by C1.

11.2 PROCESSING CHARGES

The Company reserves the right to institute a processing charge for aforementioned transfer requests and/or genealogy requests.

11.3 OTHER SERVICES

Affiliates are not representatives or agents of C1, and they may not hold themselves out as such. Affiliates may not enter into any agreement with third parties, create expenses, make commitments or open accounts on behalf of C1. Affiliates are free to decide how and when they run their own C1 business and to set their own specific goals and agendas as long as they remain within the framework and spirit of the 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 C1 and its products and 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 C1's business structure.

11.4 ENTICEMENT

Affiliates may not promote or entice new Affiliates by providing false projections to lure Affiliates to be a part of the C1 community. This is grounds for immediate suspension and possible termination.

11.5 MOBILE SERVICES

The web-based platform offered by C1 may be available via your mobile phone, including the ability to receive and reply to messages, the ability to browse the Site, and maybe specific applications produced for usage and benefit to the C1 Affiliates. C1 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.

11.6 RELATIONSHIP WITH THIRD PARTIES

C1 will link to third-party Suppliers where the Company has entered affiliation agreements, giving cash back to Affiliates based on the level of activity generated by them. These companies are not set up to respond directly to C1 Affiliates except through their customer support.

11.7 AVAILABILITY, VIRUSES AND WARRANTY DISCLAIMER

Due to the nature of the internet and computer systems, C1 cannot be held liable for the continuous availability of the Site. Although C1 makes every endeavor to keep the Site accessible and free from viruses, C1 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 shall utilize a virus scanner before downloading any information, software, or documentation. The Site and the crowd funding may be unavailable from time to time for maintenance or other reasons. C1 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. C1 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 before mentioned computer or mobile phone equipment or software on account of technical problems or traffic congestions on the internet or at the Site, including injury or damage to the User or 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 Site or the crowd funding. All information and services included in or available through the Site are provided "as is" and "as available" for your personal, non-commercial use. Neither C1 nor any of its employees, agents, content providers, service providers, or licensors makes any warranty of any kind regarding the Site and/or the content contained therein, the products or services available on or through the Site, the results that may be obtained from using the Site, and/or the products or crowd funding offered through the Site. C1 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. C1 expressly disclaims all warranties that the content of the Site is accurate, reliable, and correct; that the Site will be available at any particular time or location; that it 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. Your use of the Site is solely at your own risk. You download or otherwise obtain content, material data, or software (including any mobile user) from or through the Site 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.

11.8 LIMITATION OF LIABILITY

To the extent permitted by law, the Company shall not be liable for, and each Affiliate releases the 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 the Affiliate as a result of (a) the breach by the Affiliate of the Agreement and/or the Terms and Conditions and/or the Policies and Procedures; (b) the operation of the Affiliate's business; (c) any incorrect or wrong data or information provided by the Affiliate; or (d) the failure to provide any information or data necessary for the 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.

C1 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 Site. 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.

C1 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 Site or on any third-party websites. YOU agree to access the Site at your own risk, and we do not provide any legal warranty that the information available or obtained on this Site 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.

11.9 RECORDKEEPING

The Company encourages all Affiliates to keep complete and accurate records of all their business dealings.

11.10 FORCE MAJEURE

The 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 (**the "Force Majeure Event"**).

If the Company's performance of its obligations under this Agreement is affected by a Force Majeure Event, the Company shall immediately inform the Affiliates affected by such event and use reasonable commercial efforts to remove or overcome the hindrance to performance. Should a Force Majeure Event continue for more than three (3) months, the Company shall have the right to terminate the Agreement with immediate effect.

11.11 VIOLATIONS

It is the obligation of every Affiliate to abide by and maintain the integrity of the Terms and Conditions and the Policies and Procedures.

By accessing C1 Products and Services, the Affiliate agrees that the Company has the right to investigate any violation of these Terms and Conditions, unilaterally determine whether you have violated these Terms and Conditions, 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;

C1 maintains full custody of the funds and user data/information which may be turned over to governmental authorities in the event of C1 Accounts' suspension/closure arising from fraud investigations, investigations of violations of law, or violations of these Terms and Conditions.

If an Affiliate observes another Affiliate committing a violation, he/she can discuss the violation directly with the violating Affiliate and refer them to the Terms and Conditions and/or Policies and Procedures. If the Affiliate wishes to report such violation to the Company, he/she must report the violation in detail in writing to the Compliance Department. When sending in the reported violation, mark the correspondence in the subject line as "REPORTED COMPANY VIOLATION".

11.12 AMENDMENTS

The Company reserves the right to amend the Agreement, the Terms and Conditions, the Compensation Plan, and the Policies and Procedures, as well as any other Policies and/or documents being a part of the Agreement, its (retail) prices, and products and service availability, at any time without prior notice as it deems appropriate. By entering into the Affiliate Agreement, an Affiliate agrees to abide by all amendments or modifications that the Company elects to make, now and in the future. Amendments will be communicated to the Affiliate through official Company notifications, such as, but not limited to, postings on the Site, postings in the 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.

11.13 ASSIGNMENT

C1 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.

11.14 NON-WAIVER PROVISION

No obligation or provision herein, and no custom or practice of the parties at variance with these Policies and Procedures shall constitute a waiver of the Company's right to demand exact compliance with these Terms and Conditions. The Company's waiver of any particular default by Affiliate shall not affect or impair the 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 the Company to exercise any right arising from a default affect or impair the Company's rights as to that or any subsequent or future default. Waiver by the Company can be affected only in writing by its authorized officer.

11.15 GOVERNING LAW

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 C1 in their local jurisdiction, as well as other laws and regulations applicable to the Affiliate.

The Affiliate must be aware that C1 maintains a stance of cooperation with law enforcement authorities locally and globally and will not hesitate to seize, freeze, terminate Affiliates' accounts and funds that 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).

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

The 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 C1 is a party.

11.16 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 and Conditions for Affiliates must be filed within three (3) months after such claim or cause of action arose or be forever barred.

11.17 ENTIRE AGREEMENT

The Terms and Conditions, the Compensation Plan, the Policies and Procedures, and any other Policies and/or documents that are issued by C1 that it specifically identifies as being a part of the Agreement are incorporated into the Agreement and constitute the entire agreement of the parties regarding their business relationship.

11.18 PERSONAL DATA AND PRIVACY

Access to C1 products and services will require the submission of certain personally identifiable information. The Company always takes care to process personal data in a responsible and correct manner in accordance with applicable laws and regulations, such as The Protection of Personal Data 2021 of UAE and the EU General Data Protection Regulation (GDPR). How C1 processes personal data is regulated in the Privacy Policy, which forms an integral part of the Affiliate Agreement.

11.19 SEVERABILITY

If, under any applicable and binding law or rule of any applicable jurisdiction, any provision of the Agreement, including these Terms and Conditions and Policies and Procedures, or any specification, standard, or operating procedure that the Company has prescribed is held to be invalid or unenforceable, the 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.

11.20 LIMITATION OF DAMAGES

TO THE EXTENT PERMITTED BY LAW, THE COMPANY AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND OTHER REPRESENTATIVES SHALL NOT BE LIABLE FOR, AND THE 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 C1, WHETHER SOUNDING IN CONTRACT TORT OR STRICT LIABILITY.

THE COMPANY SHALL NOT EXCEED AND IS HEREBY EXPRESSLY LIMITED TO THE AMOUNT OF UNSOLD COMPANY PRODUCTS AND/OR SERVICES OWNED BY THE AFFILIATE AND ANY COMMISSIONS OWED TO THE AFFILIATE.

11.21 NOTICE

Any communication, notice, or demand of any kind whatsoever that either the Affiliate or the Company may be required or may desire to give or serve upon the other shall be in English language and shall be deemed to be validly given if sent by either party's registered mail.

11.22 USE OF MATERIAL

All materials included on any of the subsidiary companies of the Site and any other content are protected by copyright, trademark, and other laws as property of C1. Corporation & any of its subsidiary entities, unless otherwise noted. Unauthorized use of the logo, branding, or any such company materials violates copyright, trademark and other laws. As an Affiliate, you may download and/or print the company approved materials for your own use only. Copies that you make of the material must bear any copyright, trademark, or other proprietary notices located on the Site, in presentations, or on social media that pertain to the material being copied. Any other sale, modification, reproduction, redistribution, publication, or retransmission of any information from the Company in whole or in part without the prior written permission of the Company is strictly prohibited.

11.23 MISCELLANEOUS

No delay or omission by any of the parties in exercising any right under these Terms and 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 and 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 and Conditions for Affiliates or the intent of any provision of Terms and Conditions for Affiliates. It is the intent of the parties that neither the Terms and Conditions for Members nor any covenant in the Terms and 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 and Conditions for Affiliates. The parties waive all rights to trial by a court in any action or proceeding instituted in connection with the Terms and Conditions for Affiliates. If any provision of the Terms and 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 the Terms and Conditions for Affiliates shall remain in full force and effect. In the event of a dispute arising out of or relating to the Terms and 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 and 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 and 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 C1. Furthermore, a C1 Affiliate is not authorized to receive or collect money from any person on behalf of C1. All payments must be made directly to C1.

These Terms and Conditions for Affiliates, the C1 Privacy Policy, as well as all other terms, obligations, and rules posted on the Site, which are hereby incorporated by this reference.

NOTE:

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

For all inquiries related to Transfer of Ownership, Appeals, Copyright Infringements, Trademark Violations, and KYC, you will need to submit a compliance ticket through your back-office or you can send an e-mail to compliance@crowd1.com.