

# Terms & conditions

Updated November 5, 2022

Welcome to Crowd1!

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

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

BY JOINING CROWD1 NETWORK LTD ("CROWD1" AND/OR (THE "COMPANY") AS AN AFFILIATE YOU AGREE TO COMPLY WITH THE FOLLOWING TERMS AND CONDITIONS ("THE TERMS").

## DISCLAIMER

### Earnings Disclaimer

WE HAVE MADE EVERY EFFORT TO ACCURATELY REPRESENT THIS WEBSITE, AND THE SERVICES DESCRIBED THEREIN. CROWD1 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.

CROWD1 IS NOT A REGISTERED FINANCIAL ADVISOR AND IT IS NOT 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.

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.

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. 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 WEBSITE, METHODS, SUGGESTIONS OR OUR OTHER CONTENT. ANY RESULT YOU MAY SEE ON OUR WEBSITE 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 & Conditions.

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

**Back office:** means the Crowd1 website accessible only for Affiliates with their personal log-in.

**Compensation Plan:** means the Crowd1 Compensation Plan.

**Directly sponsored:** means an Affiliate having received a product or service, marketed by Crowd1, directly from another Affiliate. In some Compensation Plans, this directly sponsored person is called an immediate downline, or first line.

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

**Fear of Loss Bonus:** means 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.

**Frontline:** Any first level Affiliate, whether directly or indirectly sponsored.

**Household:** Spouses/Significant others and dependents residing at the same address.  
**Identification Number:** A unique number assigned to Affiliates and used for tracking sales and purchases and enrolling other Affiliates into the organization. Affiliates and Customers must refer to this number in all their correspondence and dealings with the Company.

**Member:** means a person who received a personal referral link or a QR code to become a Member and completed the registration process required for joining as a Member on [www.crowd1.com](http://www.crowd1.com).

**Personal account:** means each Affiliate's personal account, accessed through the back-office on [www.crowd1.com](http://www.crowd1.com), containing, but not limited to, the Affiliate's personal bonus achievements.

**Restricted countries:** means countries to which Crowd1 is unable to offer its services.

**Starter Package(s):** means the Starter Packages available on [www.crowd1.com](http://www.crowd1.com). It is very important that an Affiliate becomes familiar with each component of the Starter Package that an Affiliate is considering purchasing.

**Terms & Conditions:** means Crowd1 Terms & Conditions which can change from time to time but are applicable as stated. The Terms and Conditions are available for review at [www.crowd1.com](http://www.crowd1.com) and are a significant part of the overall Agreement between each Affiliate and Crowd1.

## II. BASIS OF COOPERATION - AND BASIC INFORMATION

### INTRODUCTION

Crowd1 provides third-party products and services to its Affiliates through its affiliate and influencer marketing community. Persons can either choose to become a Member or an Entrepreneur of Crowd1.

Active Members of Crowd1 may choose to participate in the above activities and receive certain bonuses and commissions based on the Crowd1 Compensation Plan. 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.

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, and the accuracy or reliability of information, quotes, opinions, or advice that results from any of the products or services is not guaranteed. Every Member assumes sole legal responsibility for his or her decisions to follow suggestions made in any of the products and services offered on [Crowd1.com](http://Crowd1.com).

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](http://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. Therefore, certain products and/or services will be restricted in some countries.

## **ACCEPTANCE AND PURPOSE OF THE TERMS AND CONDITIONS (HEREINAFTER THE "TERMS")**

The Terms are legally binding obligations and contains rules and regulations governing the full scope of cooperation between Crowd1 and its Affiliates as well as the cooperation among Affiliates.

The Affiliate Agreement ("the Agreement") is the agreement entered into between each Affiliate and Crowd1. The Agreement consists of the following procedures and documents:

- i. Completion of the registration and sign-up procedure at [www.crowd1.com](http://www.crowd1.com) and the acceptance of the registration by Crowd1
- ii. These Terms & 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 Crowd1, that Crowd1 specifically identifies as being a part of the Agreement. These documents, in their current form, and as may be amended by Crowd1 from time to time at its sole discretion, constitute the entire Agreement between Crowd1 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 Crowd1.

By accepting these Terms and Conditions, you agree that you have read and understood these Terms and Conditions and that your association with Crowd1 shall be subject to these Terms and Conditions between you as an Affiliate and Crowd1. These Terms and Conditions are subject to change without prior notice and the most recent version will prevail.

## **COMPANY DETAILS**

**Crowd1 Network Ltd** – HDS Tower, Unit No 3408, Jumeirah Lakes Towers, P. O. Box 393243, Dubai, United Arab Emirates, Company Registration No. ICC20160342 (Herein referred to as "Crowd1" or the "Company")

**Visiting address:** Arenco Tower, 20th floor, Al Safouh Second, Media City, Dubai

**Customer Support:** can be contacted via the hyper link in the Crowd1 back-office.

**Web Presence:** [www.crowd1.com](http://www.crowd1.com)

## REGISTRATION PROCESS

It is the responsibility of each Affiliate that the personal information entered during the registration process is 100 percent correct and matches the information contained on the Affiliate's KYC documents (such as when booking an airline ticket). All Affiliate's information entered will be locked 14 days after registration and changes to this information can only be made under special circumstances as further described in the Policies & Procedures.

## EMAIL VERIFICATION AND VALIDATION

Email validation, including identity verification of every Affiliate who has signed up with Crowd1, is part of registering at Crowd1. The verification of the validity of the e-mail determines the level of access to the back office. Affiliates with non-validated email addresses have limited access to the back-office as further described in the Policies & Procedures.

## 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 your 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.

## KYC/AML – KNOW YOUR CLIENT

Due to the protection of Crowd1, 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, also known as Know Your Customer ("KYC"), and request the Affiliate to provide documents to verify the Affiliate's identity. These documents are a first-class photo ID, for instance a copy

of the Affiliate's passport, and a selfie, along with proof of address, for instance a copy of a utility bill, to ensure residency of the country on the Affiliate's ID. This request is called "KYC Request first level". Crowd1 reserves the right to request an enhanced KYC where required as well as perform an on-going KYC on the Affiliate's.

KYC is mandatory for payouts. It is recommended for all new Affiliates to apply for a KYC 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 withdrawals from their Personal Accounts, either in the form of BTC or FIAT currency, or exchange any balance on their Personal Accounts into Gift Certificates in excess 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. Crowd1 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 arises, 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 under this section 11.6, Crowd1 reserves the right to immediately suspend the Affiliate and block the account pending further investigation.

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.

## SECTION ONE: AFFILIATE TYPES AND AFFILIATE BENEFITS

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

### 1.1 BECOMING A "MEMBER"

Joining Crowd1 as a Member is by invitation only. A person becomes a Member of Crowd1 Network Ltd. after having received a personal referral link or a QR code to become a Member and having completed the registration process required for joining as a Member on [www.crowd1.com](http://www.crowd1.com). Becoming a Member of Crowd1 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.

Member chooses to use his/her best effort to promote and sell products and services of Company to consumers pursuant to the Agreement contained within these Policies and Pro-

cedures and Terms and Conditions. In doing so, the Member will maintain the high standards of honesty, and integrity and business ethics when dealing with Consumers, Company or other Affiliates. Member's failure to register their account accurately can or will be subject to delay in purchases and/or withdrawal requests and/or result in 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. Crowd1 offers its Members eligibility to participate as a Member for their different Starter Packages as well as participating in future offers.

Registered Members may be natural persons aged 18 and above as well as business 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 (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 Affiliate's position will be temporarily suspended and/or terminated.

Upon registration, the following information must be given first to create an account: user-name, referrer's name, first name, last name, address, postal code, city, country, email and password. The following billing information is also required: date of birth and phone number.

### **1.2 BECOMING AN "ENTREPRENEUR"**

In order to become an Entrepreneur of Crowd1, you need to become a Member of Crowd1 first. To qualify as an Entrepreneur, a Member must have bought a Starter Package and referred one Active Member who has bought a Starter Package in each leg (one left + one right). An Entrepreneur must at all times meet the same requirements that a Member must meet.

### **1.3 BEING AN AFFILIATE WITH CROWD1**

As an Affiliate in Crowd1 you will be allowed to log in to your back-office at the website [www.crowd1.com](http://www.crowd1.com). In the back-office you will find information about Crowd1 and the opportunities that Crowd1 may offer to the Affiliates from time to time. As an Affiliate you decide on your own to join the opportunity of Crowd1 by purchasing a Starter Package which will open an opportunity to a variety of bonuses.

### **1.4 GIFT CODES**

Crowd1 offers its Affiliates the ability to purchase Gift Codes. Gift Codes 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.

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

1. Current account holder's 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 to their account.
3. The person found to have used the 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 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. 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 you 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 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.

## 1.6 USERNAME/PASSWORD

Affiliates MUST treat their back-office and the data therein confidentially. The username and password must NOT be disclosed. It is recommended that passwords are changed from time



to time. Crowd1 takes no responsibility for any losses or other problems arising from the Affiliate's password getting into the hands of an unauthorized third person.

### **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 Crowd1 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 Crowd1's genealogy records (back-office). All new Affiliates have their own position in the Crowd1 Crowd Bonus structure. The Crowd Bonus system means that every registered Affiliate has two possible positions below their own position, one on the left and one on the right.
- 1.7.3** Legal entities (private and public companies, associations, clubs, foundations, etc.) may also register with Crowd1 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 Affiliates' identity. Until all required documents are received Crowd1 withholds the payment of bonuses.
- 1.7.4** Affiliates may at any time change their status from "private individual" to any legal entity. Such change of status is subject to a registration fee in accordance with the price list applicable in the Policies & Procedures at the time of the transfer.
- 1.7.5** The basis for the relationship between Crowd1 and its Affiliate(s) is the Affiliate Agreement. Affiliate(s) understand(s) that they will act at their own risk as an entrepreneur and will take responsibility when participating in the system and/or referring new Affiliates to the system. Affiliates are responsible for their own acts, statements and behavior and no responsibility for their acts, statements and behavior may be passed over to Crowd1. By accepting the Affiliate Agreement, Affiliates agree to automatically enter into a cooperation agreement with Crowd1.
- 1.7.6** As an Affiliate you can refer new Affiliates to Crowd1. Please 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) to Crowd1.

### **1.8 LEGAL AGE REQUIREMENT**

Affiliates must be of 18 years of age or older.

## **1.9 DIVORCE**

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 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 Section 5.3.

## **1.10 CORPORATIONS, PARTNERSHIPS & TRUSTS**

Corporations, partnerships, limited liability companies or other forms of business organizations or trusts may become Affiliates of 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 of Affiliate entity must agree to hold such title, and 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), 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 1.11, 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.

## **1.12 "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 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.

## **1.13 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 classed 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. 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.

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 agendas as long as they remain within the framework and the spirit of the Terms as well as legal requirements and generally accepted codes of conduct.

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.

#### **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.

It is the responsibility of the Affiliate, to check if it is legally permitted to purchase any of the products or services offered through Crowd1 within their country of residence. 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 Crowd1 platform within the Affiliate's jurisdiction. It is the Affiliates sole responsibility, and not that of Crowd1, 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.

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 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.

## SECTION TWO: TERM OF AFFILIATE AGREEMENT

### 2.1 TERM

Subject to the terms of Section 4.01, the Agreement shall have a term which shall begin on the date of acceptance by Company and end at the discretion of the Affiliate or Company. The Affiliate can at any time terminate the membership by giving 7-days' notice to Crowd1 by sending a support ticket from their back-office. Crowd1 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) are then forfeited to the Company.

### 2.2 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.

## SECTION THREE: SPONSORSHIP

### 3.1 SPONSORING

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

### 3.2 MULTIPLE ACCOUNTS

It is company policy that only one account per person is allowed. If an applicant submits multiple registrations, only the first completed Agreement received by Company may 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. If for any reason multiple account registrations have been brought to the attention of Crowd1 management, all accounts will be subject to suspension and possible termination. Every account must have a unique KYC attached, a unique valid email address and proper verification details unique to the account holder. 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. If there is a discrepancy on what account was registered first Crowd1 will rely on its day and time stamped data to determine the first registered account. Crowd1 may also delete any Membership to comply with applicable laws, protect its property or the property of others, ensure the safety of Crowd1 and others or if Crowd1 reasonably determines that a registrant has or is likely to engage in any activity that violates these Terms.

In case of termination, any accounts and all balances on the accounts terminated will be

forfeited to the Company, and any pending pay-out requests will be revoked.

### **3.3 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.

### **3.4 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 may not be used as marketing materials. Affiliates may not guarantee commissions or estimate expenses to prospects. This would be considered enticement and is in breach of our Terms.

### **3.5 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 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.

### **3.7 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.

### **3.8 CROSS RECRUITING WITHIN CROWD1 NETWORK LTD INC.**

An Affiliate may 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, both for Cross Recruiting and Cross Sponsoring.

### 3.9 TRANSFER OF OWNERSHIP

In order to be considered to transfer an account to a new Affiliate, 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. Transfer of Ownership of accounts are 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 be FULLY KYC approved prior to requesting a transfer of account to be considered. If the account is not fully 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: RESIGNATION/TERMINATION

### 4.1 VOLUNTARY RESIGNATION/TERMINATION

- a. Affiliate can at any time terminate the Account by giving 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 Affiliate, six (6) months after resignation under their old sponsor or a new sponsor.

### 4.2 SUSPENSION

Crowd1 has the right, in its sole discretion, to suspend or cancel, at any time and for any or no reason, an Affiliate's account and/or access to the Crowd1 website and/or Crowd1 back-office. In such an event, all balances and all 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, the Compensation Plan and the Policies and Procedures, or any other documents produced by 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 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 Company at its sole discretion. 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; and/or
- b. Suspension of commissions, bonuses and withdrawal requests owed by the Affiliate during the suspension period; and/or
- c. Prohibiting the Affiliate from purchasing services and products 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 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.

#### **4.3 TERMINATION**

Affiliates may be immediately terminated for violating the terms of his or her Agreement, which includes these Terms and Conditions, the Policies and Procedures, and the Compensation Plan and any other documents produced by 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. The termination will take effect immediately.

#### **4.4 APPEAL**

If Affiliate wishes to appeal the termination, 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 Affiliate files a timely notice of appeal, Company will review the appeal and notify the Affiliate of its decision within ten (10) days after receipt of the appeal. The decision of 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.

#### **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 Company.

- b. Must cease representing themselves as Affiliate of 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 Company relating to protection of Company's confidential information. Company has the right to offset any amounts owed by Affiliate to Company including, without limitation, any indemnity obligation incurred pursuant to Section 11.01 herein, from commissions or other compensation due to the Affiliate.

In case an Affiliates 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.

#### **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 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.

## **SECTION FIVE: TRANSFERABILITY**

### **5.1 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 and must be approved by Company in advance through the Compliance Department and is subject to approval.

### **5.2 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 5.3 with reference to 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 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. Affiliate wishing to sell, assign, transfer or merge his or her Affiliate entity must first provide Company with the right and option to make such a purchase or receive such transfer in writing on the same terms and conditions as any outstanding or intended offer. 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 receipt of such notice of its decision to accept or reject the offer.
- b. The selling Affiliate must provide Company with a copy of all documents which detail the transfer, including, without limitation, the name of the purchaser, the fully filled out Transfer of Ownership form and required supporting documentation; and
- c. An office administration transfer fee of 75 Euro must accompany the transfer documents; and
- 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; and
- e. 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 Company; and
- f. 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, where allowed by law.

### 5.4 CIRCUMVENTION OF TRANSFERRING ACCOUNT POLICIES

If it is determined, at Company's sole discretion, that 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 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 Affiliate, the Affiliate account will pass to his or her successors in interest as provided by law. However, Com-

pany 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 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 the Company feels the documentation is not a true notarized decree, 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 heir is an existing Affiliate that Affiliate, i.e. the heir, needs to notify Compliance 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.

#### **5.6 RE-ENTRY / RE-APPLY**

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 Company and can be denied without any given reason.

## **SECTION SIX: PROPRIETARY INFORMATION**

### **6.1 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 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 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 Company.

### **6.2 COPYRIGHT RESTRICTIONS**

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

### **6.3 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 Company except at Company sponsored events at which the supplier or manufacturer is present at the request of Company.

## **SECTION SEVEN: TRADEMARKS, LITERATURE & ADVERTISING**

### **7.1 TRADEMARKS**

The Company's 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.

### **7.2 ADVERTISING & PROMOTIONAL MATERIALS**

Only the promotional and advertising materials produced by Company or approved in advance in writing by Company may be used to advertise or promote an Affiliate's business or to sell products and services of Company. Company's literature and materials may not be duplicated or reprinted without the 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 promotion sites. All violations will be subject to suspension and possible termination.

You are prohibited, without prior written consent by 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.

Crowd1 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, Crowd1 holds the right to suspend and/or terminate the Affiliate's account.

### **7.3 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 labelled "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 opportunity.

### **7.4 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; letterhead, envelopes and business cards must be ordered using the online/stationery order form when this feature becomes available.

**7.5 ELECTRONIC ADVERTISING**

Affiliates may not advertise or promote their Affiliate business or 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 or otherwise, without the prior written approval of 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 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.

**7.6 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 first obtaining Company's prior written approval. However, any Affiliate found to be conducting business in this manner without Company 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 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.

**7.8 MEDIA INTERVIEWS**

Affiliates are prohibited from granting radio, television, newspaper tabloid or magazine interviews or 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 express prior written approval of Company. All media inquiries should be in writing and referred to Company's Compliance Department.

**7.9 ENDORSEMENTS**

No endorsements by a Company officer or 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 may not represent or imply, directly or indirectly, that Company's programs, products or services have been approved or endorsed by any governmental 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.

**7.10 RECORDINGS**

Affiliates may not produce or reproduce products for sale or personal use that are produced or reproduced by Company or any literature, audio or video material, presentations, events or speeches, including conference calls produced by Company. Video and/or audio recording of Company meetings and conferences is strictly prohibited unless approved and offi-

cially announced by Company in advance of the meeting or conference.

#### **7.11 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 Company. Reproducing communications in any form constitutes a breach of the Company's Terms and accounts will be subject to suspension or possible termination.

#### **7.12 E-MAIL: ELECTRONIC NOTIFICATION**

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

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 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 the Affiliate Agreement has been received, accepted and 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. In order to receive commissions on products and services sold, Company must have received and accepted an Agreement prior to the end of the commission phase in which the sale is made. Crowd1 must receive the full net amount of the selected Company services and products to be able to pay full commissions (remunerations).

### **8.2 COMMISSION (REMUNERATION) PAYMENTS**

Commissions are paid to Affiliates in accordance with the Compensation Plan. Affiliates must consult 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 an Affiliate but would have to refer to the Compensation Plan for specific details.

### **8.3 OFFSET OF REMUNERATIONS (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 such Affiliates who received commissions.

### **8.4 PAYMENT OF BONUSES AND COMMISSIONS**

In order for any Affiliate to receive any bonuses or commissions from the Company, the Affiliate must meet with 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, Crowd1 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 (REFER TO SECTION 8.3)

Affiliates may use wire transfers (bank transfer) or BTC to fund their purchase of the Company 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. 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 within Crowd1.

### 9.2 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, you will forfeit any unpaid and future Bonuses. 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 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 & Conditions for Affiliated Partners and Affiliated Member.

## SECTION TEN: GUARANTEE, COOLING OFF PERIOD & REFUND POLICY

### 10.1 MONEY BACK GUARANTEE / COOLING OFF PERIOD

The Company offers a 14-day, 100 percent Money Back, and Satisfaction Guarantee to all Affiliates on purchased Starter Packages bought on crowd1.com. The 14 days, 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 service for any reason, the Affiliate may receive a refund within 14 days of 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. Please see the Policies & Procedures for full disclosure.

When you purchase a Crowd1 Starter Package from the Company, you have a 14-day cooling off period which means that you can regret your purchase of whole and get a refund of your money. This cooling off period will be terminated and cancelled immediately if you:

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

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 agree 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 services of Crowd1.

**REFUNDS ON GIFT CODES** – 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. 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. If the original buyer who purchased the Gift Code paid with Bitcoin, this purchase amount will be returned to its Account Balance in fiat currency, which will be converted to business points, to its back-office. 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. There are no cash refunds for Gift Codes.

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.

Regarding the refund policy of any product or service purchased via the Crowd1 platform,

Company refers Affiliates to the refund policy of the respective third party offering that specific product or service.

## **10.2 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.

## **SECTION ELEVEN: GENERAL PROVISIONS**

### **11.1 INDEMNITY AGREEMENT**

Each and every Affiliate agrees to indemnify and hold harmless 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 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 event, you shall provide Crowd1 with such cooperation as is reasonably requested by Crowd1.

### **11.2 PROCESSING CHARGES**

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

### **11.3 OTHER SERVICES**

Affiliates may not promote or sell another company's services at functions organized to feature Company (Crowd1) and its products/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.

### **11.4 ENTICEMENT**

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

### **11.5 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 application 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.



**11.6 RELATIONSHIP WITH THIRD PARTIES**

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

**11.7 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 shall utilize a virus scanner before downloading any information, software or documentation. The Crowd1 website and the crowd funding may be unavailable from time to time for maintenance or 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 before mentioned, 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, 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. Your use of the Crowd1 website is solely at your risk. 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.

**11.8 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 Policies and Procedures; (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, 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.

#### **11.9 RECORDKEEPING**

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

#### **11.10 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 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. If Affiliate observes another Affiliate committing

a violation, he or she can discuss the violation directly with the violating Affiliate and referring them to the Terms and Conditions and/or Policies and Procedures. If the Affiliate wishes to report such violation to Company, he or she must report it in detail the violation committed 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**

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, product 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 Company elects to make, now and in the future. Amendments will be communicated to Affiliate 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.

#### **11.13 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.

#### **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 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 effect 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 Company.

#### **11.15 GOVERNING LAW**

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

#### **11.16 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 & 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 Crowd1, that Crowd1 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 GDPR REGULATIONS**

In the framework of its business operations, Crowd1 processes personal data relating to its customers as well as other business contacts. Company always takes care to process 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.

#### **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 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.

#### **11.20 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 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.

#### **11.21 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 telex, telegram, 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.

#### **11.22 USE OF MATERIAL**

All materials included on any of the subsidiary companies of Crowd1's website and any other content are protected by copyright, trademark and other laws as property of the Crowd1 Network Ltd. 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 use only. Copies that you make of the material must bear any copyright, trademark or other proprietary notices located on the company websites, presentations, and or social media which pertain to the material being copied. Any other sale, modification, reproduction, redistribution, publication or retransmission of any information from Company in whole or in part without the prior written permission of Company, is strictly prohibited.

#### **11.23 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, not 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, ille-

gal 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.

In the event any of these Terms & Conditions for Affiliates may be translated into a different language it will always be the English version that is the only legally binding version and translations may be regarded as means of information only.

**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 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](mailto:compliance@crowd1.com).