

CYBRO REFERRAL (AFFILIATE) PROGRAM TERMS AND CONDITIONS

Last updated: June 13, 2024

These terms and conditions are part of CYBRO's overall Terms of Use. CYBRO (<https://cybro.io/>) is a platform owned by CoinLock Protector LLC (registration number: 3277 LLC 2023), headquartered at Suite 305, Griffith Corporate Centre, Beachmont, Kingstown, Saint Vincent and the Grenadines (hereinafter, "CYBRO", the "Company", "we", "us").

These terms contain the complete terms and conditions between the Company and you, regarding your application to and participation in our Affiliate Program as an Affiliate.

These terms form a binding agreement between you, the Affiliate, and CYBRO. By participating in the CYBRO Referral (Affiliate) Program, you agree to follow these terms, any changes made to them, and any additional terms related to the Program. If you disagree with any part of these terms, you must not participate in the Affiliate Program.

BY SUBMITTING AN APPLICATION TO JOIN OR BY PARTICIPATING IN THE AFFILIATE PROGRAM, YOU ARE CONFIRMING THAT YOU HAVE READ THESE TERMS AND CONDITIONS AND THAT YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

Make sure you are acquainted with the up-to-date version of these terms. The Company has the right to change, add, rename or leave unchanged any section, paragraphs and subparagraphs of this Program without prior notice to the Affiliate about such changes. Wherever possible, the notice of any significant changes shall be sent to the email address or via another source of communication provided by the Affiliate in the Affiliate account. The valid version of the Program shall be the version that is published on the Affiliate Program website.

In case of violation of any of the Affiliate's obligation in accordance with this Affiliate Program, as well as if the Company makes a decision on the inexpediency of continuing further cooperation with the Affiliate according to the Affiliate Program, the Company has the right to terminate the Affiliate participation in the Affiliate Program and to notify the Affiliate immediately about it in any way without compensation of losses and without making any payments, including payments for distributing information about the Company.

TERMS AND DEFINITIONS

"Account" means a virtual account on the Platform.

"Advertising materials" are referral link, text, graphic, audio, video and mixed materials of an advertising nature, which serve to promote the Company's Products on the Internet.

"Affiliate" is an individual or legal entity who fulfills the conditions of the Affiliate Program, the main purpose of which as part of the Affiliate Program is to attract New users to the Company's resource, as well as promote Company's Products.

"Affiliate Account" is a personal account of the Affiliate in the Affiliate Program.

“Affiliate Program” is a type of cooperation between the Company and the Affiliate, which is implemented through the Company's resources, in particular <https://cybro.io/en/referral-program>, in which the Affiliate using its resource or resources may advertise the services of the Company and receive remuneration in return. The basic principles of this type of cooperation are set out below and shall be deemed accepted by the Affiliate from the moment of its registration in the Affiliate Program.

“Company’s Products” are the service or a set of services offered to the users on the Company's resources.

“Earnings” are monetary rewards received by the Affiliate as a commission on profit from New users brought by the Affiliate.

“New users” are the users who previously had no engagement with the Company's Products, were attracted by the Affiliate to the Company's Products through special tools, have registered an account on the Company's resources and made the first transaction.

“Payment” is a payment (earnings), which is transferred to the Affiliate from the internal account of the Affiliate Program via an external payment system.

“Platform” means a computer program with relevant user interfaces available on the website <https://cybro.io/>, and any related software made available for access to use the Services.

“Referral link” is a link to the Company's resources which contains the unique identifier of the Affiliate.

“Reporting period” is a period of time that can be specified in order for the Affiliate to track the results of its work within the Affiliate Program.

“Services” means services available on the Platform.

AFFILIATE PROGRAM

Affiliate undertakes to distribute information about products and services (including Advertising materials) which are offered by the Company, and the Company undertakes to pay commission to the Affiliate in compliance with the terms, established in this Affiliate Program.

A substantial provision of this Affiliate Program is the distribution of information by the Affiliate in compliance with the provision of this Affiliate Program and instructions, received from representatives of the Company.

ELIGIBILITY

Only a user aged 18 and older can become a member and fulfill the conditions of the Affiliate Program.

The Company shall not be liable to third parties for Affiliate's failure to comply with the clause on majority age. If this clause is violated, the Company shall have the right to refuse payment of the Earnings to the Affiliate and freeze Affiliate's account, as well as immediately terminate this Program for the Affiliate.

ACCOUNT

To participate in the Affiliate Program you shall connect your e-wallet to the Company's resources.

The Affiliate can register with the Affiliate Program only once, and the re-registration, including as a sub-affiliate is strictly prohibited.

To participate in the Affiliate Program, you may be required to provide certain information. The Company reserves the right to request any other necessary information and documents from you in order of participation in the Affiliate Program.

The Affiliate shall bear full responsibility for the security of personal data, their storage, including login and password. The Company shall not be responsible for the loss of personal data by the Affiliate and/or transfer thereof to third parties. You shall review and accept the Company's Privacy Policy available on the Company's website.

The Company reserves the right to refuse participation in the Affiliate Program subject to no grounds for such refusal to be provided.

PLACEMENT OF ADVERTISING MATERIALS

The cooperation with the Affiliate as part of the Affiliate Program implies the placement of Advertising materials on the Affiliate's resource(s). When placing the Advertising materials as part of the cooperation with the Company, the Affiliate shall strictly comply with the applicable laws of the jurisdiction of placement of Advertising Materials, the requirements of regulators and ethical standards; use only Advertising materials that have been moderated and approved by the Company.

When an Affiliate creates their own Advertising materials, it is imperative for the Affiliate to provide such Advertising materials for moderation and approval to the representative of the Company. In case of violation of this clause of the Program, the liability may be implied to the Affiliate as stipulated in this Program.

The Affiliate agrees to monitor the relevance and accuracy of the Advertising materials placed on Affiliates resource or third parties' resources (websites, social networks, instant messengers, etc.). For the purpose of this Program, irrelevant Advertising materials are: (i) incorrect conditions for promotions, bonuses and special offers; (ii) outdated creatives; (iii) Advertising materials containing an irrelevant Company's logo; (iv) Advertising materials that use the name of the Company or one of its brands and which contain links to competitors' websites. In case of such a violation, the Company shall have the right to unilaterally revise the terms of cooperation with the Affiliate, and/or immediately terminate the Program for the Affiliate, and/or immediately block the Affiliate account.

The Affiliate shall be fully and solely responsible for the operation and content of the resources where the Advertising materials are placed. The Affiliate guarantees and undertakes to prevent placing on its resource or third parties' resources of any materials that are slanderous, subject to age restrictions, illegal, harmful, threatening, obscene, racially or ethnically intolerant, or otherwise undesirable or discriminatory, violent, politically incorrect or otherwise contradictory to or violating the rights of the Company or the rights of third parties. The Affiliate shall not place any advertising or content promoting the Company's Products in countries where they are prohibited, including countries where the situation is in the settlement process.

The Company shall not be responsible for any claims of third parties related to the resources used by the Affiliate, any products or services related to it.

If the Advertising materials are found on the resources used by the Affiliate that violate this Program, a warning shall be sent to the Affiliate with a request to replace such materials. The Affiliate shall treat the violation within 5 (five) business days. If the matter remains unresolved during the specified term, the Company reserves the right to block payments to the Affiliate until the violation is treated. In case of continuous and/or repeated violation of this clause of the Program, the Company shall have the right to unilaterally revise the terms of cooperation with the Affiliate, and/or immediately terminate the Program for the Affiliate, and/or immediately block the Affiliate account.

PROMOTION AND MARKETING

You do hereby acknowledge that you shall seek a prior expressed approval of the Company before utilizing any Advertising and promotional materials in order to advertise and market the Company's Products. Any use of the promotional materials relating to the marketing of the Company's Products without Company's prior approval, as well as execution of any inappropriate way of marketing is forbidden and any such act will force us to initiate action.

You do hereby further acknowledge that Company grants you a non-exclusive, limited, revokable and non-transferable license to use the Company's trademarks, service marks, logos, slogans and any other brand content on the Advertising materials. The license hereby granted shall terminate upon termination of the Program for the Affiliate, as well as upon simple limitations imposed on you at Company's sole discretion due to violation of the terms or our belief of violation. The Company shall retain ownership of approved Advertising materials and promotional materials. You shall immediately delete, remove, withdraw any Advertising materials and promotional materials at your possession upon termination of the Program.

You are not allowed to perform the following ways of advertising, marketing and promotion, which the Company categorizes as inappropriate ways of the same. Please note that the final decision on categorizing a particular way as inappropriate way stays by the Company. We may terminate you Affiliate account, limit your use of the Platform, suspend any payments due, as well as your balance at our own discretion in case we believe you violate any of the terms hereby stated.

You shall not:

- Use any illegal and/or spam method of advertising, such as: unsolicited email, unauthorized placing of the link in forums, newsgroups, message boards, etc.;
- Bid on keywords and phrases containing the Company's trademark, or variations or misspellings of the trademarked term on pay per click or pay per impression campaigns on the search engines without our prior approval;
- Use the Company's resources as display URL in paid media ads and to direct-link or redirect to the Company's resources;
- Use non-unique copyright infringing content to promote Company's Products;
- Use traffic generated by pay to read, pay to click, banner exchanges, click exchanges, PPV advertising, pop-up/under, or similar methods;

- Provide cash backs, rewards or any other kind of incentives to obtain the sale without our prior approval;
- Offer price savings methods, including coupon(s), voucher(s), discount codes, or added value offers without our prior approval;
- Use our advertising and promotional materials, trademark or name in a way which negatively affects our image;
- Use iframes or any other techniques or technology that places your affiliate tracking cookie in any means other than an actual click-through;
- Use link cloaking or masking techniques or technology with the goal to promote Company's Products on websites and/or networks not explicitly listed in your affiliate profile and hiding that traffic source;
- Use lewd, obscene, illegal or pornographic material, or any other material that is deemed to be objectionable on your website(s). This includes, but is not limited to, bigotry, hatred, pornography, satanic materials, trademark and copyright materials, all content of an adult nature, etc. The declaration of any materials as such is subject to our reasonable opinion;
- Use keywords and phrases containing the Company's trademark or any other variations or misspellings confusingly similar to Company's trademark, name, logo or domain name, without our prior approval, on your domain name(s), company name, logo, trademark, product(s), project(s), service(s);
- Use keywords and phrases that contain or are confusingly similar to third-party trademarks, names, logos or domain names unless you have been duly authorized by the trademark owner, on your domain name(s), company name, logo, trademark, your product(s), project(s), service(s).

SOURCES OF TRAFFIC

The Affiliate agrees to provide comprehensive information about the sources of traffic it intends to use in cooperation with the Company while registering an account with the Affiliate Program.

The Affiliate shall be held liable for any intentional concealment of sources of traffic. These actions may lead the Company enacting punitive action which could include blocking of Payments and revising the terms of cooperation with the Affiliate.

The Company's moderation service shall have control over the compliance of the sources of traffic used by the Affiliate.

FEE FOR ATTRACTING NEW USERS

Earnings of the Affiliate does not have a fixed value and will depend on the income of the Company received from New users who have engaged with the Company's Products by the Referral link of the Affiliate, as well as on the quality of traffic.

The Affiliate will earn a percentage of every USD amount from token purchases made by New users using the Referral link of the Affiliate:

- 12% from the token purchases of the Affiliate's direct referees (1st level);

- 3% from the token purchases of the Affiliate's indirect referees (2nd level, referees of the Affiliate's direct referees);
- 2% from the token purchases of the Affiliate's indirect referees' referees (3rd level, referees of the Affiliate's 2nd level referees).

If within 3 (three) consecutive calendar months the Affiliate does not attract more than 3 (three) New users, the Company shall have the right (but is not obliged) to change the terms of cooperation with the Affiliate, and/or reduce the amount of Affiliate's fee, and/or suspend the operation of the Affiliate account in the Affiliate Program. In individual cases, the question on termination of the current Agreement with the Affiliate may be raised.

In turn, the Affiliate's active actions in promoting the Company's brands may become an occasion for improving the conditions of cooperation, in particular, increasing the amount of the fee. The Affiliate will be notified thereof by email address provided in the Affiliate Account.

FEE PAYMENT

The Affiliate will receive Earnings in USDT once a week (every Tuesday, for the period from Monday to Sunday of the preceding week). The Affiliate will receive Earnings only if the payment of the Earnings has been confirmed with the Company, the details for payment have been received by the Company, and payment meets the minimum threshold of – USD 100,00 (One Hundred US dollars).

The Affiliate's referees will receive 2x CYBRO Points for making their first deposit using the Referral link of the Affiliate.

If the Affiliate does not have the above mentioned minimum amount in its Affiliate account, then the funds will be automatically transferred to the next reporting period, and so on, until the required amount is accumulated. A negative balance is also carried over to the next month.

The Company shall have the right to delay Payments to the Affiliate for up to 2 (two) months in case of unforeseen technical failures in the Affiliate Program, as well as if it is necessary to verify the Affiliate and its traffic sources. In case of delay in the Payment, the Affiliate may clarify the reasons with the personal manager of the Company - representative of the Affiliate Program.

The Company shall be able, upon its sole discretion and as it deems fit from time to time, to opt for any payment method for the settlement of any Affiliate commission/payout. The Affiliate shall provide the Company with all relevant details, banking or otherwise, for the purpose of effecting the Affiliate commission payouts (payment details). The Affiliate irrevocably accepts the use of any payment method by the Company and such acceptance is signified by the provision of relevant payment details. The Affiliate acknowledges and accepts that the Company shall treat as accurate and true and shall fully rely on the payment details. Payments made by the Company to the Affiliate by way of any payment method and based on the payment details shall constitute full and unequivocal satisfaction of the obligations of the Company in terms of payment of any Affiliate commission/payouts. Affiliate acknowledges, represents and warrants to the Company that all payment details made available from time to time, to the Company shall be accurate, correct and up-

to-date and that it shall exclusively bear the responsibility to inform the Company in case of any changes that would affect any payments due hereunder.

When the commission, as calculated in the manner as described in this Agreement, becomes payable, it shall be paid in the frequency specified above, either directly from the Company or by any third party on behalf of the Company, upon the Company's discretion. A payment that is executed in any of the aforementioned ways shall discharge the Company of its obligations in relation to the payment of the commission.

INTELLECTUAL PROPERTY

The Affiliate is forbidden to fully or partially copy the appearance of the websites or individual landing pages of the Company, as well as websites of trade names and trademarks registered by the Company. In addition, the websites or landing pages of the Affiliate shall not give the impression that they are managed or connected with the Company and any of its associated brands.

The Affiliate shall not have right to use logos, graphics and marketing materials of the Company without the consent of the Company's representatives, except for materials that are received as part of the Affiliate Program.

The Affiliate agrees not to register or use in part of the website's address (domain), its internal pages and mobile applications, any variation of the name of the Company or other brands of the Company, which includes or consists of the name of any brand of the Company, or which to an extent of confusion is similar to the name of the Company's trademark. The Affiliate agrees with the Company's right to determine the likelihood of confusion.

The Affiliate shall not have the right to acquire/register/use keywords, search queries or other identifiers for use in any search systems, portals, advertising services or other search/reference services that are identical or similar to any trade names (trademarks) of the Company or of any other brand owned by the Company. These include meta tags on the Affiliate's website that are identical or similar to any of the Company's trade names (trademarks).

The Affiliate shall not have the right to create pages and/or groups on any social networks (including, but not limited to Facebook, Twitter, etc.) that may be misinterpreted as pages or groups of the Company and/or the Company's brands.

The Affiliate also agrees not to create or distribute mobile or web applications, as well as websites that may be misinterpreted as applications or websites of the Company's brands.

In case of breach of this section of the Agreement, the Company shall have the right to unilaterally revise the terms of cooperation with the Affiliate.

COMPETITION

The Affiliate agrees not to place Advertising materials and not to distribute Advertising materials on behalf of the administration, managers or other employees of the Company and, in particular, the

Affiliate Program. All Advertising materials and appeals to the customers on behalf of the Company shall be sent from official email addresses listed on the Company's website.

The Affiliate shall not have the right to contact potential customers in any way that will result in competition between the Affiliate and the Company as to the promotion of the website or websites.

As means of advertising the Company, the Affiliate is prohibited from using mail spam, contextual advertising with any of the Company's Brands and advertising formats such as clickunder and popunder.

The Affiliate agrees that it will not offer or provide incentives (financial or other) for registering, making a deposit or taking any action to any potential New User of the Company without the prior written consent of the Company as part of the Affiliate Program, except for standard advertising programs that the Company may from time to time provide through the Affiliate Program.

The Affiliate is forbidden to register its own account with the Company through its Referral link, as well as to conspire with other users.

In case of violation of this section of the Agreement, the Company reserves the right to unilaterally revise the terms of cooperation with the Affiliate and/or terminate the Affiliate Account.

CONFIDENTIAL INFORMATION

During the term of this Agreement, the Affiliate may be provided with confidential information related to the business of the Company, operations, technologies and the Affiliate Program (including, for example, Earnings and other commissions received by the Affiliate as part of the Affiliate Program). The Affiliate agrees not to disclose or transfer any confidential information to third parties unless the Affiliate has prior written consent from the Company. The Affiliate shall use confidential information only to achieve the objectives of this Agreement. The Affiliate's obligations regarding confidential information shall survive after the termination of this Agreement. In case of violation of this section of the Agreement, the Company shall have the right to terminate the Agreement with the Affiliate and apply penalties in accordance with applicable laws on protection of the confidential information.

DISPUTE SETTLEMENT

The Affiliate may challenge any decisions of the Company and its representatives of the Affiliate Program. For this purpose, the Affiliate shall contact the Affiliate Program Support and state its arguments. All information shall be provided by the Affiliates only in writing to the official e-mail of the Affiliate Program Support. The contact details of the Support are given on the website of the Affiliate Program. The Affiliate Program Support shall have the right to refuse to consider a complaint if the Affiliate fails to provide evidence of a violation. The term for consideration of a complaint shall be 30 (thirty) days from the date of its receipt by the Support. Subsequent to considering the complaint, any decisions made by the Company regarding the Affiliate Program are final and not subject to revision, and may only be escalated to the next level of dispute resolution which is court. The Company reserves the right to ignore and delete any communications containing profanity, insults, incitement

to violence or false accusations, and, to suspend cooperation with the Affiliate responsible for sending such communications.

The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the laws of Saint Vincent and the Grenadines. Any dispute, claim, or controversy arising out of or relating to these terms or the existence, breach, termination, enforcement, interpretation, or validity thereof, whether before or after the date you agreed to the terms, will be settled by the courts of Saint Vincent and the Grenadines. This will preclude you from bringing any class, collective, or representative action against us, and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against us by someone else. Any claim filed with the court contrary to the rules set out in this clause shall be rejected immediately by the tribunal as premature.

ASSIGNMENT

Affiliate shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement, without the prior written consent of the Company. The Company may at any time assign, subcontract, delegate, sublicense or deal in any other manner in whole or in part the Agreement or any of its rights or obligations hereunder determined.

SEVERABILITY

Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

WAIVER

No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.