



## xTripz Referral Programme Terms and Conditions

**XTRIPZ NETWORK PTE. LTD.** (“we” or “xTripz”) may, from time to time, offer customers of its token offering (“private” or “public”), or other persons, the opportunity to earn rewards by referring friends to try the Service (the “**Programme**”). We reserve the right to terminate the Programme at any time for any reason.

These terms (the “**Terms**”) apply to a User’s (as defined below) participation in the Programme. By participating in the Programme, Users agree to use the Programme in the manner specified in the Terms and Conditions. If User does not agree to these Terms or Conditions in their entirety, such User is not authorised to register as a Referrer or to participate in the Programme in any manner. Users may not participate in a Programme where doing so would be prohibited by any applicable law or regulations. By referring a friend and/or otherwise participating in the Programme, the Referrer and Referred Friend agree to be bound by these Terms and Conditions and xTripz’s Privacy Policy and the terms of service available at <https://www.xtripz.net/privacy-policy>

### 1. PRIVACY

Participation in the Programme may require users to submit personal information about themselves and their friends, family members or colleagues (collectively the “**Users**”), such as name, address, phone number, and e-mail address. The personal information will be collected, processed and used in accordance with the xTripz Privacy Policy which can be found at <https://www.xtripz.net/privacy-policy>.

In addition, personal information may be used by xTripz, on xTripz’s behalf, to contact Users in a variety of manners including via mail, e-mail and/or phone with regards to participation in the Programme and to receive communications from xTripz including advertising, marketing materials and other communications from xTripz as well as to share the information that the Referrer made the referral with the Referred Friend. Users may opt out of receiving these emails by clicking on the opt out on the bottom of any of the emails and following the instructions. If User opts out of receiving marketing emails from xTripz, Users will continue to receive administrative emails regarding Users’ participation in the Programme. By User providing User’s phone number, User consents to xTripz contacting User using an automatic telephone dialling system and/or prerecorded voice.

### 2. HOW THE PROGRAMME WORKS

2.1 **Programme Participation.** In order to participate, you can refer by visiting <https://www.xtripz.net/referral> and follow the on-screen instructions to refer as many friends, family members or colleagues as you want to the Service. Users who refer are called “**Referrers**” and individuals who are referred are called “**Referred Friends**”. For every “**Qualified Referral**” (defined below), Referrer may be eligible to receive “**Rewards**” (also defined below), provided Referrer is otherwise eligible under, and fully compliant with, these Terms.



- 2.2 **Eligibility Criteria.** Referrers must be legal residents of any Countries except Bahamas, Congo, Eritrea, Ethiopia, Ghana, Iran, Libya, North Korea, Pakistan, Serbia, Somalia, South Sudan, Sri Lanka, Sudan, Syria, Trinidad & Tobago, Tunisia, Yemen, Japan, United States who (a) are 18 years or older and (b) have the legal right to provide the personal information (e.g., name, email address, phone number, and zip code) of each Referred Friend. Referrers cannot be an employee or contractor to xTripz or the Referred Friend. Referrers cannot be engaged by promotional agencies. Immediate family and household members of any other foregoing are also not eligible. xTripz reserves the right to request to vet and approve persons or entities for participation in the Programme in its sole and absolute discretion, which persons or entities shall not be eligible to participate in the Programme or receive Rewards unless and until they are approved by xTripz.
- 2.3 **Qualified Referrals.** Referrers will be provided with a “Refer-a-Friend” page or account to refer his/her Qualified Referrals.. An individual must be registered with the Programme to be able to use this link but no purchase is required. Referrers must respect the spirit of the Programme by only referring real third-party individuals who meet the requirements of these Terms. For example, a Referrer may not create multiple or fake accounts with xTripz or participate in the Programme using multiple or fake email addresses or identities. Rewards can only be awarded for Qualified Referrals. A Qualified Referral means that all the following conditions are met:
- (a) The Referred Friend must have completed the registration process. If a Referred Friend registers for the Service using any other link or method, the registration will not count as a Qualified Referral and Referrer will not earn a Reward;
  - (b) The Referred Friend was not previously registered with the Service under any email address or alias;
  - (c) The Referred Friend is a legal resident of any Country except; Bahamas, Congo, Eritrea, Ethiopia, Ghana, Iran, Libya, North Korea, Pakistan, Serbia, Somalia, South Sudan, Sri Lanka, Sudan, Syria, Trinidad & Tobago, Tunisia, Yemen, Japan, and United States.
  - (d) Only one Qualified Referral can be earned for each Referred Friend. Any additional or subsequent purchases made by a Referred Friend will not be Qualified Referrals.
- 2.4 **Earning Rewards.** Referrer shall receive a Reward as described in Sec 2.5 below for each valid and verified Qualified Referral. Restrictions may apply. Rewards are subject to verification. xTripz may withhold a Reward for investigation, or refuse to process any transaction that xTripz deems fraudulent, suspicious, in violation of these Terms, or believes will impose liability on xTripz, its subsidiaries, affiliates or any of their respective officers, directors, employees, representatives and agents. All xTripz decisions are final and binding, including decisions as to whether a Qualified Referral, Credit or Reward is valid. If a Referred Friend is referred by multiple Referrers, the first Referrer to submit the required information based on the date and time of the submission (as determined by xTripz in its sole discretion) shall be the only Referrer entitled to receive the Reward.
- 2.5 **Claiming Rewards.** For each Qualified Referral, the Referrer shall be eligible for the benefits set forth below. Company will determine eligibility for Referrer Fees and other benefits hereunder in its sole discretion. For each Qualified Referral:
- (a) xTripz shall pay US\$10 in XTR tokens for each qualified referral.



- (b) xTripz is not required to give specific reasons why a particular referral has not been deemed a qualified or successful referral, or to make these decisions in a specific amount of time.

### 3. LIABILITY

- 3.1 By participating in the Programme, Users agree: (a) to be bound by these Terms and Conditions and the decisions of xTripz with regards to the Programme; (b) to release and hold harmless xTripz and its parent company, affiliates and subsidiaries, together with their respective employees, directors, officers, licensees, licensors, shareholders, attorneys and agents including, without limitation, their respective advertising and promotion entities and any person or entity associated with the production, operation or administration of the Programme (collectively, the **"Released Parties"**), from any and all claims, demands, damages, losses, liabilities, costs or expenses caused by, arising out of, in connection with, or related to their participation in the Programme (including, without limitation, any property loss, damage, personal injury or death caused to any person(s) and/or the awarding, receipt and/or use or misuse of the Programme or any Reward); and (c) to be contacted by xTripz via e-mail, mail and/or phone. xTripz reserves the right to make changes or additions to these Terms and Conditions for any reason at any time. xTripz's failure to enforce any term of these Terms shall not constitute a waiver of that provision.
- 3.2 The Released Parties shall not be liable for: (a) late, lost, delayed, stolen, misdirected, incomplete unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (b) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (c) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (d) any injuries, losses or damages of any kind resulting from acceptance, possession or use of a Reward, or from participation in the Programme; or (e) any printing, typographical, administrative or technological errors in any websites or materials associated with the Programme. Programme Entities disclaim any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Programme, and reserve the right, in their sole discretion, to cancel, modify or suspend the Programme should a virus, bug, computer problem, unauthorised intervention or other causes beyond Programme Entities control, corrupt the administration, security or proper play of the Programme.
- 3.3 The Released Parties shall not be liable to any Users for failure to supply any Reward or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, tornado, tsunami, war (declared or undeclared), fire, flood, epidemic, pandemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage,



transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other similar or dissimilar cause beyond any of the Released Parties' control.

- 3.4 As a condition of entering the Programme, Users agree that under no circumstances will Users be entitled to any awards for any losses or damages, and Users hereby waive all rights to claim punitive, incidental, consequential and any other damages, and waives any and all rights to have damages multiplied or otherwise increased. xTripz reserves the right to cancel or suspend this Programme should it determine, in its sole discretion, that the administration, security or fairness of this Programme has been compromised in any way.

#### **4. APPLICABLE LAW**

This Agreement shall be construed in accordance with the laws of Singapore excluding its conflict of law provisions. User agrees that any dispute arising from this Agreement shall be litigated solely and exclusively in the courts located in Singapore and hereby consents to the jurisdiction of such courts over itself in any action relating to this Agreement.

#### **5. PUBLICITY**

Participation in the Program and/or acceptance of a Reward constitutes permission to xTripz to use any User's xTripz profile information, statements, biographical information, and city and state address for any and all promotional or advertising purposes in connection with the Programme, on a worldwide basis and in all forms of media without review, permission or further compensation of any amount or kind whatsoever, where permitted by law.

#### **6. CONDUCT**

- 6.1 **Prohibited Conduct.** Users agree not to use the Programme to:
- (a) Violate applicable law in any legal jurisdiction;
  - (b) Infringe the intellectual property rights of xTripz or any third parties;
  - (c) Stalk, harass, or harm another individual;
  - (d) Collect or store personal data about other Users;
  - (e) Impersonate any person, or otherwise misrepresent User's identity;
  - (f) Interfere with, disrupt or violate the Terms and Conditions or servers or networks connected to the Programme; or disobey any requirements, procedures, policies, or regulations of such networks;
  - (g) Interfere with another User's use of the Programme;
  - (h) Attempt to gain unauthorised access to the Programme, or to other accounts, computer systems, or networks connected to the Programme;
  - (i) Transmit any file that contains viruses, worms, Trojan horses, or any other contaminating or destructive features;



- (j) Use the Programme to conduct any activity or solicit the performance of any illegal activity or other activity that infringes the rights of others;
- (k) Resell, barter, trade, auction or otherwise generate income by providing access to the Programme to others.

6.2 **Bulk Distribution.** If a Referrer introduces xTripz to a Referred Friend by email, the email must be created and distributed in a personal manner that is appropriate and customary for communications with friends, colleagues and family members. Bulk email distribution, distribution to strangers, or any other promotion in a manner that would constitute or appear to constitute unsolicited commercial email or “spam” in xTripz’s sole discretion is expressly prohibited and may be grounds for immediate termination of the Referrer’s account.

6.3 **Fraudulent and Suspicious Behaviour.** xTripz may prohibit a User from participating in the Programme or receiving a Reward, in their sole discretion, if it determines such User is attempting to undermine the fairness, integrity or legitimate operation of the Programme in any way by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other users or representatives of Programme Entities. Use of any automated system to participate is strictly prohibited and will result in disqualification. Users may not enter with multiple or fake emails addresses or accounts, use fictitious identities or use any system, bot or other device or artifice to participate in the Programme or receive a Reward. Programme Entities reserve the right to disqualify any User and/or cancel any Reward(s) it finds to be tampering with the entry process or the operation of the Programme, submitting self-referrals, or violating these Terms and Conditions. Referrals generated by a script, macro or other automated means will be disqualified. If a solution cannot be found to restore the integrity of the Programme, we reserve the right to cancel, change, or suspend the Programme.

6.4 ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAMME MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE PROGRAMME. SHOULD SUCH AN ATTEMPT BE MADE, PROGRAMME ENTITIES RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

## 7. MODIFICATION, SUSPENSION, DISQUALIFICATION AND TERMINATION

xTripz reserves the right to amend or update the Programme and these Terms and Conditions at any time without prior notice. Upon thirty (30) days’ written notice, or immediately upon notice in the case of an emergency, xTripz may, at its option, suspend or terminate the Programme and these Terms and Conditions, whether worldwide or in any locations or geographic areas, as determined in xTripz’s sole discretion. Upon any suspension or termination of the Programme, or the disqualification of a Referrer pursuant to these Terms, (i) Referrer shall immediately cease all promotion of xTripz and its products and services; (ii) xTripz may market, sell or provide products or services to any third party, without obligation to pay Referrer any Rewards; and (iii) except in the event of a disqualification for Referrer’s



breach, xTripz will pay applicable Rewards for service agreements which were executed prior to termination or suspension of the Programme, in accordance with these Terms.

## **8. RELATIONSHIP OF THE PARTIES**

The parties hereto shall each be independent contractors in the performance of their obligations under these Terms, and nothing contained herein shall be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose. Nothing in these Terms shall be construed as limiting in any manner xTripz's marketing and distribution activities, or its appointment of agents or representatives of any kind.

***Last updated: December 18, 2021***