

LAST UPDATE: August 1st, 2022

By this **Terms and Conditions Agreement** (hereinafter referred to as the “Agreement”), LEVER-AGE and the person who accesses and uses the servers, web-site and/or Backoffice of LEVER-AGE (hereinafter referred to as a “Customer”), collectively referred to hereinafter as “the Parties,” enter a binding agreement which will be governed by the following terms and conditions.

By clicking the “I accept” button, it will be understood:

1. You verify that you have authority to enter this Agreement.
2. You confirm you have read and understood all the Terms set forth in this Agreement.
3. You agree to the terms of this agreement and therefore will be legally bound by those terms & conditions.

Therefore, if you do not have authority to enter this Agreement, or if you do not agree with the terms and conditions set out do not click “accept”.

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1. SUBJECT OF THE AGREEMENT

1.1. This Agreement applies to the use of the service provided by LEVER-AGE and LEVER-AGE's web-page located at a <https://yourleverage.io/> and its subdomains. The Web-page, Backoffice and/or the Service are the property of LEVER-AGE.

LEVER-AGE has various technological tools and Services which are offered to the Customers. The "Services" are the marketing and technical services provided by LEVER-AGE for users to interact on the Web-page, such as:

- Crypto trade software through a certified broker;
- FOREX trade software through a certified broker;
- Liquidity Provider tools;
- Recent market developments and marketing news, among others.

1.2. This Agreement sets out the use of LEVER-AGE's Service and LEVER-AGE's website. It describes how LEVER-AGE's service works and defines the associated rights and responsibilities that customers will have when using the service.

The Customer will necessarily have to register in LEVER-AGE in order to have access to the Platform.

1.3. By registering and clicking the "accept" button, the Customer accepts this Agreement and will be bound by it.

1.4. The Customer when clicking the accept button guarantees LEVER-AGE the receipt, review, knowledge of the terms before conclusion of the Agreement, as well as expresses the acceptance of the Terms and Conditions.

1.5. LEVER-AGE reserves the right, at its sole discretion, to amend, change, modify, add or remove terms of this Agreement at any time, according to the evolution of the business as well as the legislation.

When changes are made LEVER-AGE will specify, through the notification system in the Backoffice or in the LEVER- AGE's Telegram Group, the extent of the changes, amendments, modifications or removed terms in order so that the customers can acknowledge them.

Every Customer will have to accept the changes by clicking the "accept" button in order to be able to continue using the Backoffice.

If the Customer does not agree to the amendments, changes, modifications or removed terms they shall not click the "accept" button, and instead will have to contact the Compliance Department so that LEVER-AGE proceeds to freeze some of the functionalities in the account, which will be the following: purchase of investment products, creation of invitation links, and/or any other LEVER-AGE's service.

These functionalities will be frozen in order to avoid acts carried out with terms that have not been agreed. This will not cause any economic damages or changes to the contracts that were already made, but it will not allow certain acts under conditions that have not been accepted. The investment products purchased before the changes, will remain with the terms & conditions that were in place at the time of the investment products and the Customer will still have the right to collect the monthly yields from those investment products, as well as access the account and the profile settings and see the reports.

1.6. The changes, amendments, modifications or removal of terms will be mainly made with the following purposes, but there could appear others:

- Correct any errors or mistakes in the documents,
- Make clarifications of aspects that Customers have not understood clearly,
- Provide with more information of how the system works,
- Adapt to new products or services LEVER-AGE works with, offers or launches,
- Adapt to new regulations and laws which could apply,
- Adapt and comply with any supervisory body or third party which we are subject to in the future.

2. DEFINITION OF TERMS

2.1. The following terms used in this Agreement shall have the following meanings:

2.1.1. “Crypto-currency” is the distributed, decentralized peer-to-peer digital currencies;

2.1.1.1. . “USDT” is Tether;

2.1.1.2. “TUSD” is TrueUSD

2.1.2. “Web-page” is <https://yourleverage.io/> and any apps, software, emails or other web-pages which LEVER-AGE uses to provide the services (that includes the own Service);

2.1.3. “Investment Product” is LEVER-AGE’s product Contract, which enables individuals to generate profits/yields in a monthly basis from trading forex and/or crypto-currencies using certain market patterns, platforms, softwares and/or strategies of LEVER-AGE. The Investment Product starting price is the equivalent in TUSD or USDT of USD\$100 without no amount limit at the exchange rate on the date of submission of an application for crediting funds;

2.1.3.1 “GOLD LX -1” is the Investment Product funded in TUSD or USDT by a customer with the equivalent of minimum USD\$ 1,000 and a term of 12 months. The GOLD LX-1 will have access to the 100% yields monthly generated by LEVER-AGE.

2.1.3.2 “GOLD LX -2” is the Investment Product funded in TUSD or USDT by a customer with the equivalent of minimum USD\$ 100 and a term of 12 months. The GOLD LX-2 will have access to the 70% yields monthly generated by LEVER-AGE.

2.1.3.3 “GOLD LX -3” is the Investment Product funded in TUSD or USDT by a customer with the equivalent of minimum USD\$ 1,000 and a term of 3 months. The GOLD LX-3 will have access to the 70% yields monthly generated by LEVER-AGE.

2.1.3.4 “GOLD ULTRA” is the Investment Product funded with the Customer’s Rewards with a term of 3 months. The GOLD ULTRA will have access to the 100% yields monthly generated by LEVER-AGE.

2.1.4. “Account” is the personal access to the Service of the Customer;

2.1.4.1. “Balance” is the Customer’s personal Account balance which can be review it through the Backoffice. LEVER-AGE does not accept the payments in FIAT and the balance shall be replenished/resupplied only in cryptocurrency at the exchange rate on the date of submission of an application for crediting funds and/or on the withdrawal date.

2.1.5. “Order” is the initial Balance of the Investment Product;

2.1.6. “Contract Term” is the period of time for which a Customer has agreed to invest in LEVER-AGE for the Investment Product, by default, LEVER-AGE provides as the Term depending on the Investment Product (i) GOLD LX-1, (ii) GOLD LX-2, (iii) GOLD LX-3 or (iv) GOLD ULTRA;

2.1.7. “Platform” is a graphical user interface for the Service;

2.1.8. “Referral Program” is the functionality that allows the Customer to receive financial rewards for Investment Products purchased by other Customers;

2.1.8.1. “Referral” is a Customer who registered by using another Customer’s Referral Link;

2.1.8.2. “Referrer” is a Customer who had another Customer register using their Referral Link;

2.1.8.3. “Referral Rewards” is the reward a Referrer receives for a Referral Purchase of an Investment Product;

3. RISK NOTICE

3.1. The Parties acknowledge that actions with Cryptocurrencies bear inherent risks.

Due to the fact that the Cryptocurrencies are not regulated and decentralized, no government bodies and public or private legal entities influence or affect their value.

Some of the risks particular to Cryptocurrencies, include the following, but are not limited to others:

3.1.1. Currency fluctuation – the price of the Cryptocurrency may fall sharply and may even fall to zero;

3.1.2. Transactions with Cryptocurrencies may be unconfirmed for a period of time;

3.1.3. Transactions with Cryptocurrencies are irreversible – if any amount of any Cryptocurrency is sent to the wrong person, recovery of the funds will not be possible;

3.1.4. Unknown technical defects inherent in Cryptocurrencies.

3.1.5. New regulation which impacts the use of Cryptocurrencies.

3.1.6. LEVER-AGE does not influence in any way the value cryptocurrencies have currently or will have in the future.

3.2. The Customer understands and agrees that the price of any Contract and any amount of the Cryptocurrency earned may change or lose all value at any time, due to changes in the situation on the global market of Cryptocurrency.

LEVER-AGE pays the yields from the Investment Products in TUSD and/or USDT, as the case may be. Having said that, the Customer must bear in mind, that LEVER-AGE has no control on the value or technology that this Cryptocurrency will have in the future.

3.3. The Customer understands that he/she is solely responsible for the management of the Cryptocurrencies in his/her balance, as well as any losses or charges incurred by any third party.

3.4. The Parties acknowledge that any information related to the Cryptocurrency that is published and/or provided by LEVER-AGE through any communication channel (including but not limited to: Web-page, official social network group, customer support, e-mail) can be changed at any time.

3.5. By agreeing to the terms of this Agreement, the Customer acknowledges and warrants that he/ she has conducted sufficient due diligence to understand the risks associated with Cryptocurrencies, and verifies that he/she is capable of understanding and accepts such risks.

3.6. By submitting an application to register as a Customer you confirm that you have understood and accept (and are able to understand and accept) the terms of the service and therefore agree to be bound by them.

You must regularly check the Website or Telegram group for any instructions, guidance and other information provided for.

4. REGISTRATION AND WARRANTIES

4.1. The Customer acknowledges and warrants that he/she has a full legal capacity to enter the present Agreement.

4.2. You may only apply to register as a Customer if you comply the following requirements:

1. You are 18 years old or over;
2. A company legally incorporated.

4.3. To register as a Customer, LEVER-AGE may require you to provide identification or other documentation.

This may include:

1. Photographic identification,
2. Recent proof of address,
3. Identification document,
4. Or other required documentation in accordance with the Laws and Regulations.
5. LEVER-AGE may undertake its own identity, fraud and credit checks.
6. Powers of attorney granted by a company and IDs of the attorneys in fact.
7. By-laws of the company which pretend to be registered as Customer.

4.4. The Customer warrants LEVER-AGE that all information about himself/herself provided to LEVER-AGE is true, complete, accurate, not misleading and up to date.

4.5. The Customer agrees to provide LEVER-AGE with all the necessary data to allow the verification of his/her identity, and agrees to in no way distort the provided information.

4.6. LEVER-AGE may at any time request the Customer to provide any personal or financial information of the Account owner for KYC (Know Your Customer) and/or AML (Anti-Money Laundering) procedures, or any other internal procedures. LEVER-AGE reserves the right to impose limitations on the Account dependent on the provided information.

4.7. The Customer warrants that origin of his/her funds is totally licit.

4.8. The Customer acknowledges and agrees that he/she may only stake Cryptocurrencies for his/her own benefit. By using the Web-page and/or the Service of LEVER-AGE, the Customer confirms that he/she is not acting on behalf or for the benefit of any other person or entity. If breach of this section, the customer will bear all consequences resulting from his infringement.

4.9. The Customer undertakes that he/she must not stake, buy, sell, exchange, hold, own or otherwise use or exploit Cryptocurrencies in any way which is prohibited by the laws or regulations which are applicable at the time.

4.10. By submitting a request to register, the Customer enters the Agreement on these terms and agrees to comply with the terms of use of the Web-site and/or the Service, as well as all applicable laws and regulations. Once submitted, the Customer cannot withdraw the offer.

4.11. LEVER-AGE has the exclusive right to decide whether the application for registration will be accepted and confirmed or not. If the application is accepted, the Agreement will be entered into by LEVER-AGE and the Customer, and the terms and conditions will be binding.

Subject to any statutory rights the Customer may have, the Customer may not cancel the Agreement covered by these terms of service and will not be eligible for any refund.

4.12. LEVER-AGE will only be able to eliminate an account when no action has been carried out in it, this means that no verification or any other action has been done in the account. The system will automatically eliminate the account if no verification has been made. If the Customer wants the account to be eliminated in a shorter period, they must contact in order to activate the elimination of account manually.

When the account is registered and activated, you will have to contact LEVER-AGE to solve other incidents related to your account with the application of other articles. These incidents may include some of the following: change of information, incidents with the email, incidents with the phone number, etc.

4.13. The Customer is not allowed to abuse any campaigns, discounts, and/or referral systems, provided from time to time by LEVER-AGE.

4.14. The Customer is not allowed to use any means to mask the internet traffic and IP address (such as Proxy, Tor, VPN and others).

4.15. The Customer is strictly forbidden to use or exploit errors in design of the Web-page or the Service, this also extends to any parts or features which have not been documented, and/or “program bugs” for commercial/personal gain or as means to disrupt and/or destabilize the Service and/or the Web-page.

If the Customer encounters such errors by accident, the Customer shall report the findings to LEVER-AGE immediately.

4.16. Upon consolidation or merger, or any sale, assignment, transfer, lease, disposition of any kind or substantially all the properties and shares of LEVER-AGE, the Customer acknowledges and agrees to be bound to the full extent to all terms set in this Agreement.

5. PERSONAL INFORMATION AND USE OF THE ACCOUNT

5.1. To register the Customer needs to submit personal information, a valid email address (that will be used as Username and for user identification) for the Web-page account (hereinafter referred to as the “Account”), and a password (hereinafter referred to as the “Password”).

5.2. To be able to receive funds the Customer shall provide a valid TUSD and/or USDT wallet.

5.3. In case of successful registration, the Username and Password will be allocated to the Customer. Username and Password are personal to each Customer and this information must not be disclosed to any third party.

5.4. The number of accounts is limited to 1 for each person. Each User must have one account with an ownership of 100%.

If LEVER-AGE identifies more than one account under the same Customer, the first account that was created will be kept, and the remaining accounts that have been created after will be frozen until further notice.

If you have been blocked you may contact LEVER-AGE to provide the information required and once the investigation is finalized, and a solution is reached through the application of the terms & conditions or policies and procedures, LEVER-AGE will proceed to unblock the account.

If breach of this section continues LEVER-AGE will take actions, including the following, but without limitation: (i) keep the suspension, (ii) Maintain the account(s) frozen, (iii) terminate the contract.

5.5. The Customer is solely responsible and liable for any use of the Web-page or the Service under his/her Account and the use of his/her Username and Password.

5.6. The Customer must not share his/her password with any other person or allow any other person to use his/her Account. Under no circumstances shall LEVER-AGE be liable for any improper use of the Customer's password or Account by the Customer and any other third person.

If the Customer has reasons to assume that any other person knows his/her password, or that his/her Account has been used by any other person, the Customer must inform LEVER-AGE in written form immediately.

5.7. The customer gives the consent that within the referral tree his sponsor and his direct referrals can see his email address and telephone.

LEVER-AGE has no obligation to monitor, therefore if the Customer, his sponsor or direct referrals becomes aware that the information is not available they must notify LEVER-AGE immediately.

5.8. The Customer shall design a beneficiary, which in case of death of the Customer could manage the account and/or as the case may be, request the withdraw of the existing funds.

6. SUBMITTING REQUEST TO ACQUIRE AN INVESTMENT PRODUCT CONTRACT

6.1. The Customer may submit as many forms as he/she wishes to get one or various Investment Products. Every form submitted will be considered as a new Investment Product.

LEVER-AGE reserves the right to decide whether orders will be successful, subject to availability, amongst other things.

6.2. The “Customer order” constitutes a request to acquire an Investment Product contract from LEVER-AGE, therefore it does not represent a formed Contract. If LEVER-AGE accepts the Order, LEVER-AGE will associate the Investment Product with the Account. Until then, an Order is considered pending and LEVER-AGE reserves the right to decline the payment.

6.3. Confirmation of your order will be made through the Customer’s backoffice and LEVER-AGE will specify the commencement and expiration date of the Investment Product contract.

6.4. The time that may take to receive confirmation of the Investment Product contract goes from 1 to 30 working days depending the time of reception of the funds in LEVER-AGE’s wallet.

6.5. Once the full payment of the Investment Product contract is made, the Customer will be able to receive a monthly yield up to 10% calculated from the amount of the corresponding Investment Product. The percentage of the yield generated from an Investment Product will never be a guaranteed fixed amount, it will vary from time to time.

As the case may be, if LEVER-AGE generate more than 10% of yields, the difference will also be included into the monthly yield of the Customer’s Investment Product.

The monthly yields will vary depending on the Investment Product acquired (GOLD LX-1, GOLD LX-2, GOLD LX-3 OR GOLD ULTRA).

The earned Cryptocurrency will be transferred to the private electronic wallet upon the Customer’s request, if such a request is confirmed by LEVER-AGE.

7. PAYMENT

7.1. The Customer is able to purchase an Investment Product using only TUSD and/or USDT; **LEVER-AGE does not accept payments in FIAT.**

7.2. The Customer has the right to cancel the pending Order. It will not be allowed cancelling of orders which have already been confirmed.

7.3. The Customer bears sole responsibility for the information that is provided during payment, including but not limited to: information on the beneficiary's account, the transferable amount and the payment details.

7.4. LEVER-AGE reserves the right, at its sole discretion, to adjust the Investment Product Contract accordingly to received funds (minimum the equivalent in TUSD and/or USDT of USD\$100), to request the missing amount to be paid if payment is not fully done or is incorrect, and to implement other actions when information provided is insufficient. LEVER-AGE may apply any of the following actions before activating the Investment Product Contract:

1. If the amount of funds is not sufficient to fully pay the Investment Product Contract (minimum the equivalent in TUSD and/or USDT of USD\$100), LEVER-AGE reserves the right, in its sole discretion, to adjust the Investment Product Contract in accordance with the funds received or to request the missing amount to be paid before the Contract is activated.
2. If the Customer initiates a payment with incorrect/insufficient information and/or with an incorrect or absent Account, LEVER-AGE will try, if possible, to process the Order and report the error immediately.
3. If the destination address does not belong to LEVER-AGE (directly or through a third-party service) and/or is not associated with LEVER-AGE in any way, LEVER-AGE will not be liable and will reject any claims.
4. LEVER-AGE is not obliged to proactively resolve payment related issues without a claim submitted by the Customer.

7.5. LEVER-AGE reserves the right to request proof of payment, if there are suspicions or facts that payment was not received but the Investment Product Contract was activated.

The Customer is obliged to provide proof of payment within 14 days of reception of such request.

If proof of payment is not provided within 14 days or provided proof is deemed insufficient and/or invalid, LEVER-AGE reserves the right to reject the Customer's request.

7.6. All purchases are final and non-refundable before the end of the Contract Term.

7.7. If the client sends more funds than the amount of the Investment Product, the amount credited will be updated for the total funds sent.

8. BALANCE AND REWARDS

8.1. The Investment products purchased will take between 1 to 30 days to activate. This period will start on the day after the purchase of the Investment Product was made.

Once the Investment Products are activated, the rewards/yields will be generated and will be available the first four days of each month and may be requested the withdraw through the Backoffice. If the withdraw is not requested during the first four days of that month, such rewards/yields will be added to the corresponding active Investment Product.

The Investment Product will produce a monthly yield up to 10% calculated from the amount of the corresponding Investment Product. The percentage of the yield generated from an Investment Product will never be a guaranteed fixed amount, it will vary from time to time.

As the case may be, if LEVER-AGE generate more than 10% of yields, the difference will also be included into the monthly yield of the Customer's Investment Product.

The access to the monthly yields will vary depending on the Investment Product acquired (GOLD LX-1, GOLD LX-2, GOLD LX-3 OR GOLD ULTRA).

The earned Cryptocurrency will be transferred to the private electronic wallet upon the Customer's request, if such a request is confirmed by LEVER-AGE.

LEVER-AGE does not take responsibility for any delays that are linked to the blockchain capacity of the token rewards, TUSD and/or USDT and exchange providers.

Regarding referral rewards, upon a Customer's request these will be paid on the following week the purchase was made by the referral.

8.2. The Balance can be used in the following ways:

1. The Customer can receive his/her Rewards in an electronic wallet (the equivalent of a minimum of USD\$50 per transaction);
2. The Customer can purchase additional Investment Products;
3. The monthly yields will be credited to the last Investment Product Contract purchased in case that the Customer does not submit a withdraw request.

8.3. LEVER-AGE reserves the right to make retroactive recalculations of the Balance, including but not limited to, in the case of any error occurring in the Web-page and/or the Service, to correct any mistakes or discrepancies.

9. FEES

9.1. LEVER-AGE provides a Platform which enables the Customers to earn yields and rewards through the Investment Products. In return, LEVER-AGE charges a 20% fee of the purchase of a GOLD LX-1, GOLD LX-2 and GOLD LX-3. For a GOLD ULTRA the fee will be 5%.

If the purchase was made by TUSD or USDT, LEVER-AGE may charge an additional 4% of the amount of the Investment Product.

The fees abovementioned will be deducted from the corresponding Investment Product Contract.

Once the registration has been made, the Customer will gain access to LEVER-AGE's services, which include some of the following:

- Crypto trade software through a certified broker;
- FOREX trade software through a certified broker;
- Liquidity Provider tools;
- Recent market developments and marketing news, among others.

LEVER-AGE will separate a 10% from the monthly yields of its direct and indirect Customers/referrals in order to constitute a RESCUE FUND to protect all its customers from any down in the market. In case of a total lose of the mutual fund, the RESCUE FUND will be distributed to the customers calculated in the percentage of its investments.

9.2. From the date of registration, the Customer will have the right to access to Company's Backoffice.

9.3. The Customer will be allowed to buy an Investment Product for the Term established herein.

9.4. The Customer shall confirm and agree that the Investment Product will be provided for the Term herein established and prior to the expiration of this Term he/she has no right to request withdrawal/refund of the main amount of the corresponding Investment Product.

The Customer agrees and accepts that the Services may change depending on the market's conditions. Upon the occurrence of these conditions, the Customer shall confirm and accept that if the conditions change, he/she shall not be entitled to claim damages or any compensation from LEVER-AGE.

9.5. Due to the independent regulations of the countries, the classification of cryptocurrencies can differ greatly from country to country, with what has been expressly referred to here. Cryptocurrencies are not issued centrally by a sovereign issuer, but traded by a peer-to-peer network in remote trading venues. Trading takes place between equal users. There is no central regulatory organization that oversees or controls the transactions.

9.6. The delivery and receipt of any of the Customer's Cryptocurrencies is subject to network or transaction fees charged by the blockchain.

Customer agrees to pay Blockchain transaction fees to be able to emit, record, verify, and process a transaction on the blockchain. This will not be retained by LEVER-AGE.

9.7. Certain digital wallets, wallet addresses, tools, and third-party software and devices used by the Customer may also charge the Customer a fee, including a fee per transaction or a transfer fee. Customer is responsible for being aware of and paying any such fee.

9.8. The Customer is responsible for any taxes, and will have to pay them without any reduction.

9.9. The methods of payment and the respective currency of payment will be available on the Web-page or on the personal account of the Customer.

9.10. If the Customer violates any of the terms set forth in this Agreement and his/her contract it's terminated, LEVER-AGE will apply a PENALTY FEE of 20% calculated from their own Investment Products at the time of the termination.

10. REFERRAL SYSTEM

10.1. The referral program allows registered Customers to receive financial rewards for attracting new customers, which they invite to the Web-page and/or the Service.

10.2. The Customers are allowed to earn:

1. The Referral Rewards (RR), and
2. The Leverage Rewards (LR).

The referral program will have 5 ranks which will give to the Customers access to an additional benefits:

1. **L0:** unlocked once a Customer have an active Investment Product of USD\$100;
2. **L1:** unlocked (i) once a Customer have active an equivalent in personal Investment Products of USD\$1,000 and have an equivalent of USD\$20,000 in active Investment Products from direct and indirect Referrals during the current month, or (ii) have active an equivalent in personal Investment Products of USD\$2,000;
3. **L2:** unlocked (i) once a Customer have active an equivalent in personal Investment Products of USD\$1,000 and have an equivalent of USD\$20,000 in active Investment Products from direct and indirect Referrals, or (ii) have active an equivalent in personal Investment Products of USD\$5,000;
4. **L3:** unlocked (i) once a Customer have active an equivalent in personal Investment Products of USD\$1,000 and have an equivalent of USD\$35,000 in active Investment Products from direct and indirect Referrals;
5. **L4:** unlocked (i) once a Customer have active an equivalent in personal Investment Products of USD\$2,000 and have an equivalent of USD\$55,000 in active Investment Products from direct and indirect Referrals.

10.2.1 The RR will allow Customers to obtain rewards from its direct and indirect Customers/referrals up to 8 levels as follows depending on their ranks:

1. **L0:**
 - 5% from the Investment Products (EXCEPT GOLD ULTRA) purchased by the direct referrals; and
 - 2% from the Investment Products (EXCEPT GOLD ULTRA) purchased by the direct referrals of the first level.
2. **L1:**
 - 7% from the Investment Products (EXCEPT GOLD ULTRA) purchased by the direct referrals;
 - 3% from the Investment Products (EXCEPT GOLD ULTRA) purchased by the direct referrals of the first level; and
 - 1% from the Investment Products (EXCEPT GOLD ULTRA) purchased by the direct referrals of the second level.

3. **L2:**



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- 9% from the Investment Products (EXCEPT GOLD ULTRA) purchased by the direct referrals;
- 3% from the Investment Products (EXCEPT GOLD ULTRA) purchased by the direct referrals of the first level;
- 2% from the Investment Products (EXCEPT GOLD ULTRA) purchased by the direct referrals of the second level; and
- 1% from the Investment Products (EXCEPT GOLD ULTRA) purchased by the direct referrals of the third level.

4. L3:

- 10% from the Investment Products (EXCEPT GOLD ULTRA) purchased by the direct referrals;
- 4% from the Investment Products (EXCEPT GOLD ULTRA) purchased by the direct referrals of the first level;
- 3% from the Investment Products (EXCEPT GOLD ULTRA) purchased by the direct referrals of the second level;
- 1% from the Investment Products (EXCEPT GOLD ULTRA) purchased by the direct referrals of the third level; and
- 1% from the Investment Products (EXCEPT GOLD ULTRA) purchased by the direct referrals of the fourth level.

5. L4:

- 11% from the Investment Products (EXCEPT GOLD ULTRA) purchased by the direct referrals;
- 5% from the Investment Products (EXCEPT GOLD ULTRA) purchased by the direct referrals of the first level;
- 3% from the Investment Products (EXCEPT GOLD ULTRA) purchased by the direct referrals of the second level;
- 2% from the Investment Products (EXCEPT GOLD ULTRA) purchased by the direct referrals of the third level;
- 1% from the Investment Products (EXCEPT GOLD ULTRA) purchased by the direct referrals of the fourth level;
- 0.5% from the Investment Products (EXCEPT GOLD ULTRA) purchased by the direct referrals of the fifth level;
- 0.25% from the Investment Products (EXCEPT GOLD ULTRA) purchased by the direct referrals of the sixth level; and

- 0.25% from the Investment Products (EXCEPT GOLD ULTRA) purchased by the direct referrals of the seventh level.

Upon Customer's request through the Backoffice, the RRs will be paid in the following week from the corresponding purchase was made.

10.2.2. The LR will allow Customers to obtain rewards from the monthly yields of its direct and indirect Customers/referrals up to 6 levels depending on their ranks, as follows:

1. L0 will not be able to receive the LR.

2. L1:

- 5% from the monthly yields of the direct Customers/referrals generated from their Investment Products (EXCEPT GOLD ULTRA);
- 2% from the monthly yields of the direct Customers/referrals of the first level generated from their Investment Products (EXCEPT GOLD ULTRA); and
- 2% from the monthly yields of the direct Customers/referrals of the second level generated from their Investment Products (EXCEPT GOLD ULTRA).

3. L2:

- 8% from the monthly yields of the direct Customers/referrals generated from their Investment Products (EXCEPT GOLD ULTRA);
- 2% from the monthly yields of the direct Customers/referrals of the first level generated from their Investment Products (EXCEPT GOLD ULTRA);
- 2% from the monthly yields of the direct Customers/referrals of the second level generated from their Investment Products (EXCEPT GOLD ULTRA); and
- 1% from the monthly yields of the direct Customers/referrals of the third level generated from their Investment Products (EXCEPT GOLD ULTRA).

4. L3:

- 9% from the monthly yields of the direct Customers/referrals generated from their Investment Products (EXCEPT GOLD ULTRA);
- 4% from the monthly yields of the direct Customers/referrals of the first level generated from their Investment Products (EXCEPT GOLD ULTRA);

- 3% from the monthly yields of the direct Customers/referrals of the second level generated from their Investment Products (EXCEPT GOLD ULTRA); and
- 2% from the monthly yields of the direct Customers/referrals of the third level generated from their Investment Products (EXCEPT GOLD ULTRA).

5. L4:

- 12% from the monthly yields of the direct Customers/referrals generated from their Investment Products (EXCEPT GOLD ULTRA);
- 4% from the monthly yields of the direct Customers/referrals of the first level generated from their Investment Products (EXCEPT GOLD ULTRA);
- 4% from the monthly yields of the direct Customers/referrals of the second level generated from their Investment Products (EXCEPT GOLD ULTRA); and
- 4% from the monthly yields of the direct Customers/referrals of the third level generated from their Investment Products (EXCEPT GOLD ULTRA).
- 2% from the monthly yields of the direct Customers/referrals of the fourth level generated from their Investment Products (EXCEPT GOLD ULTRA)
- 2% from the monthly yields of the direct Customers/referrals of the fifth level generated from their Investment Products (EXCEPT GOLD ULTRA)

Upon Customer's request through the Backoffice, the LRs will be paid in the following month from the corresponding yield generated.

10.3. Customers are allowed to advertise and publish material with their own referral link(s) if accepted by LEVER-AGE.

To acquire new customers, it is not allowed the use of referral links through Google Ads, or any other mean where the Customer pretends to be LEVER-AGE or could induce to that error.

If the customer wants to use Google Ads to promote the services of LEVER-AGE it will need LEVER-AGE's consent.

The Customer has to ensure that when attracting new customers, he/she will not pretend to be LEVER-AGE or induce in any way to that error.

If the customer has acquired the consent to use Google Ads or similar campaigns, he/she will be required to not promote the referral link without any other additional content. Therefore, to avoid impersonation of the brand, there will need to be content which allows to identify the person with whom the potential

customer is registering. There has to be a webpage, blog, or some kind of content which allows the client to know that he is registering through an affiliate, as well as who that affiliate is.

10.4. The Customer will be able to promote himself/herself to attract new customers, using means such as the following:

1. Creation of their own webpage, different from LEVER-AGE's one.
2. Creation of his/her own mail account using Gmail, Hotmail and others.
3. The use of Instagram, Facebook or other accounts is allowed.
4. Customers can create their own visiting or business card.

When promoting, the Customer will necessarily have to identify himself/herself as an "Independent Customer", and will use the referred links in a correct way.

10.5. LEVER-AGE will not be responsible for the accuracy and/or reliability of the information in any advertisements and/or publications about its Web-page and/or the Service created by the Customers on any third-party web-pages or resources, with or without a referral link.

10.6. In case of breach of this section, LEVER-AGE will block the Customer's account until the investigation is completed, and the Customer has complied with the terms & conditions of the Service, and any other legal documents of LEVER-AGE.

10.7. When section 10 is breached, LEVER-AGE will proceed as follows:

1. Suspend the account of the Customer until it has sufficient information regarding the infringement.
2. Will contact the Customer to inform him of the suspension of his/her account as well as request for information.
3. If the Customer agrees to comply LEVER-AGE will rise the suspension in a period of not less than 30 days and not more than 6 months.
4. If LEVER-AGE has gathered all the necessary information and the Customer is not willing to collaborate LEVER-AGE will use other means such as the termination of the contract.

11. TERMS OF THE CONTRACT; TERMINATION AND SUSPENSION.

11.1. When a contract has reached its expiry Term, the Customer can choose one of the following options:

1. Terminate the contract: The Customers have 30 calendar days to request to LEVER-AGE send the main amount of the Investment Product to his/her electronic wallet, otherwise, the amount will be reinvested automatically into a new Investment Product Contract with the corresponding value and will be considered a NEW Investment Product Contract. LEVER-AGE will have 20 working days to send the amount abovementioned.
2. Buy a new Investment Product Contract

11.2. The Contracts cannot be terminated before the expiry of the Term.

11.3. The Investment Product Contract is valid until expired, until deemed unprofitable or terminated, whichever comes first.

11.4. Neither party has the right to terminate the Investment Product Contract unilaterally before expiry of the Term, unless the circumstances expressed in this section are met.

Prior to the expiration of this period the Customer has no right to request withdrawal/refund.

11.4.1. The termination of the contract will be valid when the following circumstances are met:

11.4.1.1. If the Customer violates any of the terms set forth in this Agreement, which include, but are not limited to:

- Creating more than one account,
- Allowing unauthorized access to their account,
- Accessing the account of another User,
- Failure to provide proof or information when required by LEVER-AGE during an investigation,
- Infringement of the means to advertise with the purpose of attracting new affiliates, which is disloyal to LEVER-AGE or towards other Customers.
- Misappropriation of LEVER-AGE's trademark, in webpages, social media or any other mean of communication.
- Disclosing of any confidential information given to the Customer at any time.
- Writing of articles, comments or any other use of media where the User insinuates or relates LEVER-AGE to a scam, illegal or unlawful activities.
- Defamation of LEVER-AGE.
- Disrespect any worker or Department of LEVER-AGE.
- Modification of LEVER-AGE's legal documents, which include some of the following: terms & conditions, Policies & Procedures, Compensations Plan.

11.4.1.2. If the customer uses the Web-page and/or the Service fraudulently or inappropriately.

11.4.2. When circumstances in the above are met LEVER-AGE has the right to request the unilateral termination of the Account, by giving 5 working day notice to the Customer, until the Customer is able to demonstrate:

11.4.2.1. his/her identity;

11.4.2.2. that no fraud or impropriety has occurred or been attempted.

11.4.2.3. no refund policy applies.

11.5. The Customer shall confirm and agree that the system may fail due to conditions beyond the control of LEVER-AGE, and tokens cannot be calculated/charged because of market or other conditions (Force Majeure) in Crypto Currencies. The system automatically exchanges rewards from the Services to Crypto Currencies, however, this may not be possible due to market conditions.

11.6. By accepting these terms of use, the Client/Customer agrees that it is a high-risk crypto product and that market conditions may result in cryptocurrency depreciation.

12. DISCLAIMER

12.1. Except as expressly provided for in this Agreement, to the maximum extent permitted by applicable law, LEVER-AGE does not make any other warranty of any kind, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular use and non-infringement.

12.2. LEVER-AGE is not responsible or liable for the deletion, failure to store, or any loss of any customer data, including blockchain data and Cryptocurrency rewards derived, maintained, or transmitted through use of the Web-Page and/or the Services.

12.3. The Customer is solely responsible for securing its data and Cryptocurrency rewards.

12.4. LEVER-AGE does not warrant that the operation of the services will be error-free or uninterrupted. Nevertheless, if this occurs LEVER-AGE reserves the right to make changes and corrections, without any notice.

12.5. LEVER-AGE is not responsible or liable for any losses or opportunity costs resulting from blockchain network and protocol or third-party software issues, which may in turn result in the inability to process transaction on the blockchain at all or without incurring substantial fees.

13. LIMITATION OF LIABILITY

13.1. To the maximum extent permitted by the applicable law, the Parties, shall not be liable under this Agreement for lost revenues, opportunity costs, interruption of business, or indirect, special, incidental, consequential, exemplary, or punitive damages, of any kind, even if informed of the possibility of such damages in advance.

This limitation of liability does not apply to violations of LEVER-AGE's intellectual property rights, trade secret, indemnification obligations, or the Customer's payment obligations.

13.2. To the maximum extent permitted by applicable law, LEVER-AGE will not be held liable under this Agreement for more than the amount paid by the Customer to LEVER-AGE under this Agreement, minus any Cryptocurrencies generated or received by the Customer as a result of the Customer's use of the Web-page and/or the Services.

14. INDEMNIFICATION

14.1. Unless prohibited by applicable law, the Customer will defend and indemnify LEVER-AGE against any settlement amounts approved in a court of law against LEVER-AGE or against the User, caused by the inappropriate use of the Web-page and/or the Services by the User.

The above means, that all damages and costs finally awarded against the Customer or Company by a court of competent jurisdiction in any formal legal proceeding filed by an unaffiliated third party before a court or government (including any appellate proceeding) will be paid by the Customer, when they derive from misuse of the Web-page and/or the Services.

15. FORCE MAJEURE

15.1. LEVER-AGE will not be liable for any delay or failure to perform any obligation or deliver results under this Agreement caused beyond our reasonable control, including, but not limited to, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots,

acts or orders of government, acts of terrorism, or war. Force Majeure events include, but are not limited to, upgrades to the validation rules of a given blockchain.

16. LANGUAGE

16.1. All communications and notices made or given pursuant to this Agreement must be in the Spanish as the priority language and English.

17. NOTICES

17.1. All notices and other communications to each other required under this Agreement will be in writing and by:

1. posting a notice on the Backoffice; or
2. sending a message to the email address associated with the parties. The e-mail address of LEVER-AGE is support@leverage.io

17.2. Any notice LEVER-AGE provides by posting on the official TELEGRAM GROUP will be effective upon posting.

17.3. Notices provided by email will be effective when the email is sent. It is the Customer's responsibility to keep the Customer's email address current.

18. MODIFICATION OF THE TERMS

18.1. LEVER-AGE may modify, amend, change, add or remove certain terms and conditions set forth in this Agreement at any time, with notice to you on the Backoffice and by posting the modified terms on LEVER-AGE's website and/or the TELEGRAM GROUP.

The modifications will take effect upon posting.

If the Customer does not agree to the amendments, changes, modifications or removed terms they shall notify LEVER-AGE, and instead will have to contact the Compliance Department so that LEVER-AGE proceeds to freeze some of the functionalities in the account to avoid actions made with terms that are not agreed.

The freezing of some functionalities will not cause any economic damages or changes to the contracts that were already made, but it will not allow the new purchase of contracts or other functionalities in the platform under conditions that have not been accepted. In these cases, the contracts purchased before the

changes, will remain with the terms & conditions that were in place at the time of the contract and the User will still have the right to collect the daily yields from those contracts.

19. INVALIDITY AND SEVERABILITY

19.1. If any term of this Agreement is held to be invalid or unenforceable, such provision shall not affect the other provisions in this Agreement, which will remain in full force and effect.

19.2. The parties hereby agree that any invalid or unenforceable terms will be interpreted to effect and intent of the original text. If such construction is not possible, the invalid or unenforceable terms will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

20. DISPUTES

20.1. Any dispute, controversy, difference or claim arising out of or relating to this Agreement, or relating in any way to the Customer's use of the Web-page and/or the Service, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to the Agreement shall be referred to and finally resolved among the parties.

21. ENTIRE AGREEMENT

21.1. This Agreement sets out all terms agreed between the Parties and supersedes all other agreements between the Parties relating to its subject matter.

In entering into this Agreement, all prior oral and written communications, statements, representations or warranties (whether made negligently or innocently), except those expressly set out in this Agreement, are left unenforceable, and neither party will have any right or remedy based on them.

22. SIGNATURES OF THE PARTIES

22.1. If you continue with purchase/ register and accept this agreement, this contract will be validated for all parties.

PRIVACY POLICY

Effective: August 1st, 2022

We respect the privacy of users of our Service and visitors of our Web-Page and/or Backoffice (“you”) and we are committed to protecting your online privacy. This Privacy Policy summarizes LEVER-AGE procedures governing the collection, maintenance, and handling of your Personal Data. We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page. You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

1. INFORMATION COLLECTION

We use your Personal Data for providing and improving our services (the “Service”) and improving your experience of the Web-Page and/or Backoffice. “Personal Data” means any information relating to an identified or identifiable person. We collect information you provide us when creating an account for the Service. We also use various technologies to collect and store information, including cookies, pixel tags, local storage, such as browser web storage or application data caches, databases, and server logs. By using the Service or accepting the terms of our Web-Page and/or Backoffice, you agree to the collection and use of information in accordance with this Privacy Policy.

1.1. ACCOUNT CREATION INFORMATION

When you sign up for the Service or create an account on the Web-Page and/or Backoffice, we collect and use the Personal Data you provide to us such as your name, email address, or billing information, credit card information, cryptocurrency wallet address, IP address, or other data that can be reasonably linked to such information, such as information we associate with your Account and the Service provided to you. You will also be asked to choose a unique username and a password in order to sign up for the Service, which information will be used solely for the purpose of providing access to your Account. Upon signing up, in the near future you will be have the option of securing your account by enabling the Google Authentication on Settings page. If you are opening an account for your Customers for the commercial purposes, you certify that where you have provided information regarding them you have received prior consent to provide their Personal Data to us and that you have informed them for the present Privacy Policy, to which they have agreed.

1.2. LOG INFORMATION

LEVER-AGE collects information that your browser sends whenever you visit our Web-Page and/or Backoffice and log into your account (hereinafter referred to as a “Log Data”). This Log Data may include information such as your computer’s Internet Protocol (hereinafter referred to as an “IP”) address, browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages and other statistics. In addition, we may use third-party services such as Google Analytics that collect, monitor and analyse this type of information in order to increase our Service’s functionality. These third-party service providers have their own privacy policies addressing how they use such information. These third-party service providers have limited access only to your Personal Data necessary to perform the tasks for which they were engaged for our behalf and are contractually bound to protect and use it only for the purposes for which it was disclosed.

1.3. INFORMATION ON COOKIES

We may use “cookies” to allow the Web-Page and/or Backoffice to recognize your browser and store user preferences and other information. Cookies are files with small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web-page stored on your computer. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

2. SERVICE PROVIDERS

We may engage third party companies and individuals to facilitate our Service, to provide the Service on our behalf, to perform Service-related services or to assist us in analysing how our Service is used. These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

3. COMPLIANCE WITH LAWS

We will disclose your Personal Data where required to do so by law or if we believe that such action is necessary to comply with the law and the reasonable requests of law enforcement or to protect the as is set forth in the laws of the corresponding country.

4. INFORMATION SECURITY

LEVER-AGE has adopted reasonably designed industry appropriate data collection, storage, and processing practices and security measures, as well as physical security measures to protect against unauthorized access, alteration, disclosure or destruction of your Personal Data, username, password, transaction information and data stored in your user account. Our employees are restricted from accessing user's names and email addresses on a need to know basis. The security of Personal Data is important to us, but we remind users that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use effective measures and tools for protection of your Personal Data, we cannot guarantee 100% security and protection of such information.

5. INTERNATIONAL DATA TRANSFERS

Your information, including Personal Data, may be transferred to, and maintained on, computers and systems located outside of your country, state, province, or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction. Your consent to this Privacy Policy followed by your submission of such information represents your agreement to such transfers. We will protect the privacy and security of Personal Data we collect in accordance with this Privacy Policy, regardless of where it is processed or stored.

6. LINKS TO OTHER WEB-PAGES

Our Service may contain links to other web-pages that are not operated by us. If you click on a third-party link, you will be directed to that third party's web-page. We strongly advise you to review the Privacy Policy of every web-page you visit. We have no control over, and assume no responsibility for the content, privacy policies or practices of any third party web-pages or services.

7. CHANGES TO YOUR PERSONAL DATA

In the event we decide to use your Personal Data for any purpose other than as stated in this Privacy Policy Statement, we will offer you an effective way to opt out of the usage of your Personal Data for those other purposes. From time to time, we may send emails to you regarding new services, releases and upcoming events. You may opt out of receiving messages from LEVER-AGE by selecting the 'unsubscribe' function present in every email we send. However, users of the Service shall continue to receive essential Service-related emails.

8. STORAGE



LEVERAGE

We will store your personal data as long as is necessary for the purposes set forth in this Privacy Policy and to satisfy our contractual and legal obligations. We may also store your personal data for other purposes if or as long as the law allows us to store it for particular purposes, including for defenses against legal claims.

9. HOW TO CONTACT US

If you have any questions regarding this Privacy Policy, please contact us by email at support@leverage.io

 @yourleverage

 www.yourleverage.io