



**TERMS AND CONDITIONS**  
**(Last Update: March 2021)**

IMPORTANT NOTICES: ONLY AUTHORISED REPRESENTATIVES AND AGENTS OF CENTURION GLOBAL LIMITED (“CENTURION GLOBAL”) HAVE THE POWER OR AUTHORITY TO BIND ANY ENTITY IN THE NETWORK BY CENTURION IN ANY WAY, INCLUDING AGREEMENTS FOR THE SALE OF DSV (DIGITAL SHOPPING VOUCHER) AND DSV-P (DIGITAL SHOPPING VOUCHER FOR PRODUCTS) BY CENTURION GLOBAL LIMITED. PARTNERS (AS DEFINED BELOW) ARE AUTHORIZED REPRESENTATIVES OR AGENTS OF THE NETWORK BY CENTURION. THE NETWORK BY CENTURION IS NOT IN ANY WAY LIABLE FOR ANY DIRECT OR INDIRECT LOSSES OR DAMAGES RESULTING FROM OR CONTRIBUTED BY THE ACTIONS OF ANY PARTNER.

THE CENTURION GLOBAL WEBSITES, INCLUDING THIS MEMBER PORTAL, ARE NOT DIRECTED TO, THE PRODUCTS AND SERVICES OF CENTURION GLOBAL ARE NOT AVAILABLE TO, AND PARTICIPATION IN THE NETWORK ARE NOT AVAILABLE TO, PERSONS UNDER THE AGE OF EIGHTEEN (18) YEARS OLD OR PERSONS WHO DO NOT MEET SUCH LOCAL REQUIREMENTS FOR ENTERING INTO AN ENFORCEABLE CONTRACT OR AGREEMENT. IF YOU HAVE NOT ATTAINED THAT AGE, OR DO NOT MEET THOSE REQUIREMENTS, YOU ARE EXPRESSLY PROHIBITED FROM PARTICIPATION OF ANY OF THE FOREGOING ACTIVITIES, AND YOU MUST DISCONTINUE YOUR USE OF THE WEBSITES IMMEDIATELY.

IN ADDITION TO THE TERMS AND CONDITIONS, WHICH ARE GENERALLY APPLICABLE TO PARTNERS, IF YOU ARE CONSIDERING PARTICIPATING IN MARKETING ACTIVITIES YOU MUST CAREFULLY REVIEW IN PARTICULAR PARAGRAPH 8 BELOW RELATING TO MARKETING ACTIVITIES BY PARTNERS.

1. Terms and Conditions

These Terms and Conditions govern: (i) your use of this Member Portal and associated websites of Centurion Global (as defined below) including all websites under the centuriongm.com domains and any other websites (the “Website(s)”) operated by Centurion Global Limited (“Centurion Global”, “Centurion”), a company organized in the Cayman Islands, and its affiliates and related companies (together, the “Centurion Group”, “we”, “us” or “our”), (ii) any transactions between you and The Network by Centurion and (iii) any participation by you in marketing activities relating to The Network by Centurion (such participant referred to as “Partner”) and the network organized by The Network by Centurion (the “Network”) consisting of persons registered on the Website (each a “partner”, collectively, the “partners”, “you” or “Your”). By using any of the Websites, or by purchasing the Digital Shopping Voucher (DSV) and Digital Shopping Voucher for Products (DSV-P) sold by Centurion Global, and known as “DSV” and “DSV-P” via the Member Portal whether directly or indirectly, you confirm that you have read, understood and agreed to these Terms and Conditions, and that these Terms and Conditions constitute a binding and enforceable agreement between yourself and Centurion Global, with which you hereby agree to comply. If you do not agree with these Terms and Conditions, you are expressly

prohibited from using any and all of the Websites and must discontinue your use immediately.

IF YOU ARE ACCESSING THIS MEMBER PORTAL ON BEHALF OF ANOTHER PERSON YOU HEREBY CONFIRM, REPRESENT AND WARRANT ON A CONTINUING BASIS DURING EACH SESSION OF USE AND ACCESS OF THE MEMBER PORTAL THAT YOU HAVE OBTAINED FULL AUTHORISATION OF SUCH PERSON AND HAVE SHARED THESE TERMS AND CONDITIONS IN FULL WITH THAT PERSON AND THAT THEY HAVE READ, UNDERSTOOD AND AGREED TO ALL THESE TERMS IN THEIR ENTIRETY.

Before a person is able to access the portions of the Member Portal relating to the purchase and ownership of DSV and DSV-P, or access the Network, the person must agree to these Terms and Conditions. If a person does not provide that confirmation, such person (a) will not be able to access those portions of the Member Portal, (b) will not be able to proceed toward becoming a Customer, (c) may not purchase DSV and DSV-P, (d) may not participate in marketing activities and (d) may not participate in the Network as a partner or use any of the services offered by the Network by Centurion.

## 2. Disclaimers

- a) You agree and expressly acknowledge that you are using and participating in the Member Portal, products and Network of Centurion Global at your own risk. All services, information, content, materials, products (including software) and other items provided or otherwise made available to you through or in connection with the Centurion Group are provided by Centurion Group on an “as is” and an “as available” basis, unless otherwise specifically agreed to in writing. To the fullest extent permitted by applicable law, The Network by Centurion makes no representations or warranties of any kind, express or implied, as to the operation or performance of the DSV and DSV-P, the Member Portal, the Network or the information, content, materials, products (including cryptocurrency wallets and related software) or any other aspect or element of the Centurion Group’s products and services included on or otherwise made available through the Member Portal or otherwise through the Centurion Group, unless otherwise specified in writing.
- b) You confirm that you have an appropriate understanding of the background, risks, usage and functions of online network marketing schemes and that you are not relying on any statements or representations made by the Centurion Group or any of its associates in respect of these matters in using the Member Portal or choosing to be a partner. You have independently assessed all the risks, suitability, the Member Portal, the Network and any transaction made, or to be made, on or through the Member Portal and have obtained relevant and independent professional advice where necessary.
- c) You acknowledge and agree that, to the full extent permitted by any applicable law, regulation or statute, The Network by Centurion itself and any associated entities or individuals have no liability with respect to any and all damages or injuries caused by or related to the use of or the inability to use the services provided by the Centurion Group or any associated business. This disclaimer extends to any cause of action, jurisdiction, breach of warranty or contract or tort (including negligence). The Centurion Group shall not be liable for any indirect, incidental, special, exemplary or consequential damages, including but not limited to loss of profits, goodwill or data.
- d) The Network by Centurion makes no representation or warranty and expressly disclaims all representations and warranties, express or implied, including, but not limited to, representations and warranties made by The Network by Centurion or any of its partners or other implied warranties of merchantability and fitness for a particular purpose. The

Centurion Group does not warrant or guarantee in any way that its products or services are free of viruses or other harmful components. The Centurion Group will not be held liable for any damage of any kind arising from or as a result of the use of any of the Centurion Group products or services, including, but not limited to any breach of security or privacy of users, partners, direct, indirect, incidental, punitive or consequential damages.

- e) The Centurion Group disclaims liability in cases of theft, hacking, cyberattacks or attacks on websites or blockchains and does not in any way warrant the safety of the Websites and any related content. All risks or losses, including but not related to losses of account balances, DSV and DSV-P or damage to hardware due to these situations will be yours alone.
- f) You will bear sole responsibility for compliance with any local laws in relation to your transactions, including but not limited to any and all tax implications of your transactions.
- g) You agree and expressly acknowledge that you have read, understood and will comply with any and all notices, directions, rules, guidelines, announcements, letters and any such similar materials that The Network by Centurion may from time to time issue in relation to the business or other matters of Centurion Global.
- h) You agree that all purchases of the products from The Network by Centurion including the purchase of the DSV and DSV-P, if any, are made by you for your own personal use and not for resale to other partners.
- i) Purchasers of DSV and DSV-P who are (1) United States residents or (2) reside in a jurisdiction where sales of digital shopping vouchers are not permitted unless the seller has a license or registration in accordance with applicable law permitting the use of their DSV and DSV-P in order to purchase products.

### 3. The Member Portal

The Member Portal and related content referred to in the Member Portal should not be considered to be complete or up to date. Your reliance upon any information provided by Centurion Global, the Centurion Group's employees, consultants and contractors, partners, and others appearing on the Member Portal or elsewhere at invitation by the Centurion Group or other visitors or users of this Member Portal or any function organized by The Network by Centurion or its partners is solely at your own risk. You understand that Centurion Global is not obligated to, but may from time to time at its sole discretion, provide any maintenance, technical or other support for the Member Portal.

You acknowledge and agree that Centurion Global is the owner of, or has rights in and to, the Member Portal and all of its associated content, including but not limited to all intellectual property rights inherent therein. The Member Portal is protected by all applicable laws, intellectual property or otherwise, and you are expressly prohibited from using the Member Portal for any purposes not explicitly stated in these Terms and Conditions. Specifically, and except where otherwise allowed under these Terms and Conditions, you are prohibited from framing, scraping, aggregating, hacking, reverse engineering, crawling, reproducing, preparing derivative works of, distributing, performing publicly, or displaying publicly the Member Portal (including without limitation any hyperlinks), whether in whole or in part, without the prior written consent of Centurion Global.

Centurion Global hereby grants you a limited, non-exclusive, non-sublicensable, royalty free, non-assignable, and revocable licence to access and use the Websites or for the purpose for which they are intended only.

Violation of the terms of these Terms and Conditions or use of the Member Portal outside of its customary and intended purposes, such as, but not limited to downloading (other than legitimate page caching) or modifying the Member Portal or any portion of it will result in the termination of this right of access and use.

Absent prior written permission from an authorised person of Centurion Global, you are not permitted to reproduce, prepare derivative works, distribute copies, perform, display, or use for any commercial purposes the Member Portal or its content. This licence is revocable at any time, and any rights not expressly granted herein are reserved to the Centurion Global.

#### 4. Trademarks

All trademarks, service marks, common law or registered trademarks, displayed on the Member Portal are the property of Centurion Global or licensed to The Network by Centurion by such third-party proprietors. Specifically, each of the Centurion Global marks are the property of a member of the Centurion Group, including, but not limited to all symbols, pictures, graphics, emblems, designs and all Centurion Group logos. The Member Portal, including their look and feel, colour selections, layout, and arrangement, are the trade dress of Centurion Global. You are prohibited from using the Centurion Group's trademarks, service marks, and trade dress, or any colourable imitation thereof, to indicate its sponsorship of, approval of or affiliation with you without the prior written consent of Centurion Global. Graphics, logos, page headers, button icons, scripts, and service names included in or made available through The Network by Centurion are copyrighted by the Centurion Global, and may be trademarks or trade dress of the Centurion Group in multiple countries.

#### 5. Your Responsibilities

You are responsible for the operation, maintenance and safekeeping of any device(s) used to access the Member Portal. If a device is compromised in any way that could represent an actual or potential risk to partners or any aspect of The Network by Centurion's operations, as determined in the sole discretion of Centurion Global, then Centurion Global reserves the right to deny you access to the Member Portal either temporarily or permanently without any notice.

You must not state or imply anything that is contrary to, inconsistent with or in breach of these Terms and Conditions.

In addition, you shall not:

- a. knowingly make, or cause or permit to be made, any representation which is false or misleading relating to use of the Member Portal, participation in the Network, transactions with Centurion Global, transactions relating to the DSV, DSV-P and/or any other aspect or element of the Centurion Group's products and services included on or otherwise made available through the Member Portal or otherwise;
- b. knowingly omit, or cause or permit to be omitted, any material, information or particular, or cause or permit any conduct that is misleading or likely to mislead as to any materials information or particular, relating to use of the Member Portal, participation in the Network, transactions with the Centurion Group, transactions relating to the DSV, DSV-P and/or any other aspect or element of Centurion Group's

- products and services included on or otherwise made available through the Member Portal or otherwise; or
- c. cause or permit to be used, fraud, coercion, harassment, or unconscionable or unlawful means in promoting the Member Portal, participation in the Network, transactions with the Centurion Group, transactions relating to the DSV, DSV-P and/or any other aspect or element of the Centurion Group's products and services included on or otherwise made available through the Member Portal or otherwise.

Partners are fully and personally responsible for their own actions in respect of use of the Member Portal, any transactions entered into with Centurion Global and participation, if any, in the Network. Partners are entirely responsible for the direct or indirect consequences of any such actions including, but not limited to, any misconduct, misrepresentation or other inappropriate activity. This also applies to any knowing or unknowing breach or any law, regulation or statute by a partner.

## 6. Membership

Anyone who fulfils the registration requirements can register for the network free of charge. Upon registration, new members gain access to all the information in the Member Portal. The Member Portal is programmed to show customised content based on each member's chosen status: Preferred Customer or Network Partner. Preferred Customers will only see information relevant to them and the same goes for Network Partners.

### Preferred Customers

People who are interested to purchase any product offered by Centurion Global may join The Network and create a Preferred Customer Account. Under this account, Preferred Customers can purchase DSV or DSV-P to redeem the products they want. They can also earn up to 8% bonus in DSV for the products sold through referral.

Preferred Customers are still part of the network tree. A Preferred Customer who refers a new Preferred Customer that purchases DSV or DSV-P is eligible for the DSV referral bonus of 8%. The same bonus is also given to the Network Partner who sponsored the first Preferred Customer in this structure.

### Network Partners

People who choose to build their own network and invite others to do the same may join and create a Network Partner Account. Under this account, a Network Partner can register 2 additional accounts and hence own a total of 3 accounts. Each account needs to have 1 unique email address. The accounts can be positioned directly under each other or at any position in the downline.

Partners may, if they so desire, refer new partners to sign up as a partner with The Network by Centurion (and such partner who makes such a referral becomes a partner). Membership is open to individuals in their personal capacity and to acceptable corporate or other legal vehicles. A partner must be at least 18 years old or such greater age as required by laws or regulations in force in the jurisdiction in which that partner is operating. No partner may hold or operate more than three membership accounts under any circumstance.

New partners who are referred by other partners to join the Network may only purchase DSV and DSV-P directly from Centurion Global. A partner may earn a commission fee if such new partner referred by him purchases DSV and DSV-P directly from Centurion Global. Partners will not earn any commission fee or other remuneration for any private sale and purchase of DSV and DSV-P between or amongst partners or other persons. It should be noted that no commission fee or other remuneration is paid by The Network by Centurion for the referral of any new partners. A partner may cancel his membership any time by adjusting his membership status in his online account settings. Any partner cancelling his membership will not receive any refund or other compensation.

Any membership that has been cancelled will not be reactivated.

#### 7. Risks Relating to Purchases and Participation, if any, in the Network

Purchases and participation, if any, in the Network involve risks. There is no guarantee that any acquisition of DSV and DSV-P or your participation in the Network will result in you or any other person enjoying any form of financial or economic gain. You recognize and agree that Centurion Global or the Centurion Group has made no representations, warranties, promises, guarantees, projections, suggestions or implications whatsoever to you about future prospects or earnings, or that you will earn any money or realize any financial or other return, as a result of your acquisition or ownership and/or use of DSV or DSV-P or participation in the Network, and that Centurion Global has not authorized any such statement or communication by any other person. You understand that you may suffer an amount of financial loss or damage, substantial or otherwise, resulting from the purchase of or dealing with the DSV or DSV-P or participation in the Network.

You have considered and are comfortable with all these risks, including but not limited to those outlined below, and will not bring an action against or attempt to hold Centurion Global liable in any way or regard. Where necessary, you agree and represent that you will or have obtained independent professional legal and financial advice.

##### a) Lack of success

It is possible that the Network will not attract the participation of a large number of partners. If the number of partners is too low this could impact the development and the maintenance of the Network which could be to the detriment of the then participating partners. The Network by Centurion does not guarantee in any way the development and the maintenance of the Network nor is any partners authorized to make any such representation or guarantee. You hereby acknowledge and agree that the Network is in continuous development and thus the Network and its participation or operations may be subject to frequent and potentially significant change(s). You agree that the Network and the services provided by Centurion Global and its partners may be altered, restricted or expanded at Centurion Global's sole and absolute discretion without notice.

It is possible that the efforts of Centurion Group to develop a cashless economy will not be pursued or, if pursued, will not be successful. You hereby acknowledge and agree that it is possible that demand for a cashless economy will not develop or may not be widespread or may be further subject to legal and regulatory requirements of the applicable laws of each country, and that the redemption of the DSV and DSV-P within The Network by Centurion will thus remain limited. As a result, Centurion Global may decide to cease the operation of the Network at its sole discretion at any time.

You acknowledge and understand that Centurion Global is not liable for any expectation you may have, had or will have regarding the success or any aspect of the performance of the Network.

b) Unofficial Networks

The marketing of DSV and DSV-P in their initial sales is exclusive to The Network by Centurion. It is possible that one or more individuals or groups other than The Network by Centurion may attempt to sell, market or establish third-party networks relating to the sale or marketing of DSV and DSV-P (other than their initial sales) or otherwise seek to encourage partners' participation in such third-party networks. These networks have no connection to The Network by Centurion or its partners and are not recognized by The Network by Centurion, or its partners, or Centurion Global Limited.

c) Accessibility

The Member Portal, DSV, DSV-P and/or the Network could be limited, restricted or otherwise adversely affected by legal and regulatory orders, directions, rules, prohibitions or any other actions in one or more legal jurisdictions, which might limit the development, provision and maintenance of the products and services offered by the Centurion Group (including DSV and DSV-P) in such jurisdictions.

The Member Portal may be affected by cyber attacks, hacking and/or other forms of operational failure or disruption. As a consequence, your DSV and DSV-P, electronic wallets and accounts held with The Network by Centurion may be lost, corrupted, stolen or otherwise rendered unusable. We shall not be responsible for any losses or damages, unless otherwise caused by gross negligence or fraud by The Network by Centurion. Centurion Global recommends waiting for a 24-hour period after the resumption of operations after any interruption before handling any large or important transactions.

d) Member Portal capacity

If the number of partners increases quickly, the demand for services from the Member Portal may increase beyond the point of operational efficiency, resulting in the operation of the Websites being affected, and partners may experience delays or service interruptions and instability. This may adversely affect the reputation of The Network by Centurion and/or the partners and/or otherwise reduce the perceived or actual benefits of your status and activities as a partner, as to which Centurion Global takes no responsibility for, and makes no representation, assurance or undertaking.

e) No right of withdrawal

Customers shall not have a right of withdrawal, neither statutory nor contractual: Articles 9 to 15 of Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights ("Consumer Rights Directive") provides for the right of a consumer in the EU to withdraw from a distance or off-premises contract.

The purchase of DSV and DSV-P, however, are excepted from the right of withdrawal pursuant to Article 16 litera (m) of the Consumer Rights Directive since it concerns the supply of digital content in the sense of the Directive which is not supplied on a tangible

medium provided that the Member's prior express consent and acknowledgment that he or she thereby loses his right of withdrawal is obtained when making an offer to purchase . By placing an order to purchase DSV and DSV-P, you waive your right of withdrawal according to Article 16 lit (m) of the Consumer Rights Directive 2011/83/EU, as concerns the purchase of DSV and DSV-P.

## 8. Marketing Activities

This paragraph 8 applies to marketing activities, if any, conducted by members (whether Preferred Customer or Network Partner) of the Network. There is no obligation on members to become a “partner” and to undertake marketing activities (including to refer, market and/or promote the products and the Centurion Group to any third parties).

### I. Authority; compliance with law

Partners are not employees, authorised representatives or agents of The Network by Centurion, and shall have no power or authority to bind Centurion Global legally to any obligation whatsoever. Below are guidelines, and in all circumstances, it is your responsibility as a partner to inform yourself of all applicable requirements of law, statute, rule, regulation or ruling, and conduct yourself in complete compliance with those requirements.

### II. Appropriate business practices

- I. You must avoid and not engage in any and all unfair, deceptive, misleading or unethical conduct or practices.
- II. Partners shall not conduct any marketing activities in relation to digital or physical products through, or in combination with, any system, program or method of marketing other than in accordance with those specifically approved in writing by Centurion Global.
- III. No Member may require any other partner or any third party to:
  - a. Purchase any specified number of products or services either initially or at any point in the future;
  - b. Purchase any non-Centurion product, “starter,” “decision,” or other “pack” or “kit”;
  - c. Purchase literature, audio-visual aids, or other materials; or
  - d. Purchase tickets for and/or attend or participate in any meetings.
- IV. No partner shall operate any illegal or unlawful business enterprise, engage or participate in any illegal or unlawful business activity.
- V. Partner shall conduct himself or herself at all times in a professional, polite and considerate manner and shall not use pressure or other unfair sales tactics.
- VI. Partners may not take advantage of their knowledge of, or association with, other partners, including their knowledge resulting from or relating to the line of sponsorship, in order to promote and expand other business ventures. Such conduct constitutes an unwarranted and unreasonable interference with the business contract of other partners and The Network by Centurion.
- VII. Partners shall not solicit, directly or indirectly, other partners in order to sell, offer to sell, or promote other products, services, or business opportunities not offered or marketed by Centurion Global. This also applies to investments, securities, and loans, regardless of their source.
- VIII. Partners shall not sell, offer to sell, or promote any other business opportunities, products, or services in connection with the Compensation Plan.



- IX. It is a breach of these terms for a partner to:
  - a. Interfere or attempt to interfere with another partner's membership; or
  - b. Induce or attempt to induce another partner to change his/her line of sponsorship, to transfer or abandon his/her membership, or to sponsor or not sponsor a particular prospect; or
  - c. To induce or attempt to induce another partner to deny assistance or support of any kind to a downline partner or any other partner; or
  - d. To induce or attempt to induce another partner to breach any of these Rules or other regulations, rules or policies published by Centurion Global from time to time.
- X. No partner shall manipulate the Network Compensation Plan or commission volume in any way which results in the payment of commissions, bonuses or other awards and recognition that have not been earned in accordance with the terms of the Network Compensation Plan. In this regard, the strategic and artificial structuring of a line of sponsorship for the purpose of depth building, whether or not there are relationships between those who are sponsored and those who sponsor, is considered to be manipulation and an unacceptable business practice. Centurion Global at its sole discretion will determine what constitutes manipulation of the Network Compensation Plan.
- XI. An existing partner who refers a new prospect and becomes a "partner", shall when he/she sponsors such new partner:
  - a. Comply with these Terms and meet all requirements as set forth therein.
  - b. If the new prospect intends to participate in the Network as a "partner", train such partner in the rules and policies, issued from time to time, or cooperate with their own upline to ensure that this training occurs.
  - c. Ensure that the partner whom they have personally sponsored and downline of those sponsored, fully comply with these Rules and all applicable laws and regulations.
  - d. Invite but not require partner whom they have personally sponsored and downline of those sponsored to attend official The Network by Centurion meetings and functions.
  - e. Explain the responsibilities and obligations of a partner under these Rules and instruct the sponsored partner on how to operate a Membership in accordance with these Rules.
  - f. Support and comply with the Rules and educate and assure that other partners whom they have personally sponsored and downline of those sponsored, do the same.
  - g. Protect the sponsorship rights of each partner whom they have personally sponsored and downline of those sponsored.
- XII. In seeking participation of new partners ("prospects") in the Network Compensation Plan, the sponsoring partner must comply with these Terms as well as the following:
  - a. Must not represent that prospects can benefit (or receive commission payment) by purchasing DSV or other products from any person other than Centurion Global.
  - b. Must not require prospects to purchase, or represent that prospects are required to purchase, any products from any given partner under the Compensation Plan.
  - c. Must not say that Centurion Global offers an opportunity to make money without making retail sales or marketing the products.

- d. Must not promote the enjoyment of tax benefits as the best or principal reason for becoming a partner.
- e. Must not say that the business is a “get-rich-quick” opportunity in which it is easy to achieve success with little or no expenditure of effort or time. In the event that another partner is used as an example for success, that partner’s success must be verifiable and substantiated.

XIII. No partner shall represent that they have rights over certain exclusive territories for the Centurion Global business or that there are territories in which the DSV and DSV-P are exclusively available. It is a breach of the Rules to make such a representation.

XIV. A partner shall not require a prospect to purchase products and/or services and/or say that a deposit is required in order to participate, nor that there is a fee under the form of a training course, seminar, social event or similar activity in order to have the right to participate, except for the initial administrative fee payable for KYC purposes upon registration as a partner. It is a breach of the Rules to make such a representation.

III. No improper statements

- I. Partners must not make any statement that is, in any way, false, misleading or deceptive. It is the shared goal between The Network by Centurion and its partners to represent the opportunity presented by the DSV and DSV-P as set out in the Compensation Plan in a manner that is accurate, without mischaracterization or misrepresentation of any aspect.
- II. Any prediction of any future usage of DSV and DSV-P other than as indicated by The Network by Centurion is strictly prohibited. Any prediction of future additional benefits of the DSV and DSV-P on the market other than within the Member Portal shop is strictly prohibited. Any prediction of future acceptance of the DSV and DSV-P by merchants is strictly prohibited.
- III. Any claim that use of the Member Portal, purchasing or owning DSV and DSV-P or participating in the Network or in marketing activities relating to DSV and DSV-P is or will be guaranteed to lead to profits, revenue, earnings or income for any person is strictly prohibited.
- IV. Whether from ownership of the DSV and DSV-P or from potential commissions from network marketing activities in respect of the DSV and DSV-P under the Network, you must not represent that partners will earn or receive any stated gross or net amount. You must not represent in any manner the past earnings of partners as anything other than the earnings of those partners.
- V. Do not predict financial, economic or any form of success for another partner or potential new partner who may join the Network.
- VI. Do not give any investment advice in connection with DSV and DSV-P. Any reference to the DSV and DSV-P as financial investment products would be incorrect and shall not be made. If you receive questions regarding these matters, encourage the person to consult an independent qualified and professional legal or financial advisor.
- VII. Do not make any statement regarding the legality of anything relating to the DSV and DSV-P.
- VIII. Do not provide any advice regarding taxation to any person. If you receive questions relating to tax, direct the person to consult an independent qualified and professional tax advisor.

- IX. Do not represent or expect that transactions conducted using the DSV and DSV-P will be kept confidential by Centurion Global or by anyone else, other than as explicitly provided in the Privacy Policy (see below).
- X. You shall not represent or imply that the DSV and DSV-P have been endorsed, approved or otherwise sanctioned by any governmental or other authority.
- XI. You must not represent, directly or indirectly, that additional members are easy to refer or retain, that commissions are easy to earn or will be earned, or that all or substantially all members will be successful in earning commissions.
- XII. You shall not represent, directly or indirectly, that members of the Network have any right or licence to acquire the DSV and DSV-P for onward distribution to any other new prospect or members for and on behalf of Centurion Global.

#### d) Communications

- I. Except as permitted by applicable law, you must not engage in telemarketing relating to the DSV and DSV-P. In particular, the usage of automatic telephone dialling systems, using a random or sequential number generator, relating to the operation of the Network, is prohibited. "Cold calls" made to prospects that promote the DSV and DSV-P constitute telemarketing and is prohibited. You may only place telephone calls relating to DSV and DSV-P to persons with whom you have an established or pre-existing, relationship, whether business or personal, or with such persons' consent.
- II. You should not intentionally or systematically target persons known to be prospective or current business partners, relatives or colleagues of other partners.
- III. Partners must not use any broadcast communication methods including mass mailings, telemarketing, national or international advertising, radio, television, facsimile services, computer communication networks including the Internet, or any other means by which personal contact is not present to secure new members or to solicit the sale of products.
- IV. Any use without good cause of another person's name, trade name, "doing business as" name, assumed name, legal entity such as a corporation or partnership, trust or fictitious identification numbers shall be prohibited.

#### e ) Marketing materials

- I. Partners are prohibited from using any written or online materials that have not received the prior approval and authorisation of Centurion Global, the name "Centurion" or any other trade name in use by the Centurion Group, and in particular by The Network by Centurion, unless written consent from the Centurion Global is first obtained or otherwise indicated as permissible under the terms described herein.
- II. You may not transmit unsolicited faxes, mass email distributions, unsolicited email, spam emails or messages or any other communication materials that relate to DSV and DSV-P, the Network or the Centurion Group.
- III. Insofar as partners may create their own promotional material, these private materials shall contain only names, logos and information relating to The Network by Centurion or the DSV and DSV-P, which are approved names, logos and information.

- IV. You may create and use websites and any kind of social media-related form of communication for the purposes of promoting The Network by Centurion business and products. However, in doing so, you may NOT use any logos or names or “handles” which suggest that you are in any way employed by or representing Centurion Global. Furthermore, the website or social media content has to contain the partner’s name, current contact information, the fact that such partner is an independent Network partner and further has to make clear that it is the partner and not the Network by Centurion which is wholly responsible for its content.
- V. You are responsible for all materials you generate, which must adhere to applicable laws, statutes, regulations and decisions.
- VI. The content of the presentations which include or support the promotion of the retailing of Centurion Group products and services or the Compensation Plan must always be in accordance with the following:

Members shall not:

- 1. exaggerate income representations by relating it to or incorporating it with other income and suggesting that it is the result of building The Network by Centurion business;
  - 2. substitute group or non-Centurion Group organizational identity for The Network by Centurion business. The Network by Centurion business must always be clearly identified without any ambiguity to the prospects during the course of the presentation;
  - 3. promote one’s line of sponsorship, affiliation or group in any manner that will give rise to or likely to give rise to resentment by or cause any detriment to others;
  - 4. misrepresent whether directly or indirectly and by whatever means the relationship of the partner to Centurion Global, for example, suggesting or implying that Centurion Global is “just a supplier”, or that the partner represents a business opportunity of which “The Network by Centurion is a part”, or that the partner “outsources” administrative support to Centurion Global, etc.;
  - 5. promote any other business opportunity other than The Network by Centurion business or solicit any participants to attend meetings for the purpose of presenting another business opportunity; or,
  - 6. use the meeting as a platform to promote or advocate religious, political and/or personal social beliefs.
    - i. Personal reflections on the following are not appropriate: social and cultural issues; and 2. preferences regarding specific political views, parties, candidates or elected officials.
  - 7. Discussions must only relate to ethics and positive attitudes that will assist and encourage the partner’s and Centurion Group’s products, services and business.
  - 8. Income representations, whether direct or implied, must reflect a realistic income potential from participation in the Compensation Plan.
- VII. Centurion Global has the right to review all materials, including online content, created by partners. If Centurion Global deems any such content as not

acceptable for any reason which Centurion Global is not required to provide any form of justification for, The Network by Centurion shall notify the partner and the partner shall be required to remove or alter the content as indicated, and sanctions (as discussed below) may also be applied.

f) Network marketing

- a. Network events must be organized and held in accordance with these Terms and Conditions and the Rules and published guidelines for Network events made available by The Network by Centurion from time to time. Every person who is giving a presentation about the DSV and DSV-P and the presentation to a group of people must adhere to these Terms and Conditions and the Rules.
- b. You shall always maintain a professional demeanour and refrain from discussing any other partner in a negative way. When meeting guests of another partner at one of the events hosted by or in the name of The Network by Centurion, we encourage partners to recommend to them to make a decision in favour of their host partner who invited them. Actions must not be taken that may lead to a partner's guest signing up with another partner who did not invite them This extends to the time before, during and after the relevant event.
- c. In order to establish a successful and global Network we encourage our partners to cooperate in good faith, regardless of their own position within the Network. This includes joint event planning and support as required. We are united in our goals as one Centurion family and our partners should take every opportunity to demonstrate that.
- d. If a new partner or a prospect wishes to be integrated in a certain downline they have to ask for the Network by Centurion's permission directly.
- e. To facilitate communication between partners in the same downline, a partner's registered email address will be visible to his/her up-line partners. This will allow managers to efficiently share business related information within their downline.

g) Non-solicitation; non-competition

The usage of DSV and DSV-P and the Network to advertise, promote or recruit new partners for other ventures which have not been authorised by Centurion Global is forbidden and prohibited. This includes, but is not limited to, presenting or assisting in the presentation of other network marketing business ventures to any other partner through the Network, or implicitly or explicitly encouraging them to join other businesses. Partners must not sell, offer to sell or promote any competing products to partners or prospects, subject to any limitations of applicable law. Any other network marketing-based digital payment product, regardless of differences in cost, quality, content or business structure, is deemed to be competing.

h) Rank

All materials and provided information by the partner must, if it is mentioned, clearly and correctly state the partner's rank according to the currently published ranks awarded by Centurion.

i) Proprietary Information and Confidentiality

1. Centurion Global's confidential and proprietary business information including, but not limited to, line of sponsorship information (i.e. information compiled by Centurion Group that discloses or relates to all or part of the specific arrangement of sponsorship within The Network by Centurion business, including, without limitation, information relating to its cashless economy and its constituent businesses, partner lists, sponsorship trees, and all partners or Centurion Global business information generated therefrom, in its present and future forms), business information, manufacturing and product development, compensation plans, and partner sales, earnings and other financial information, constitute commercially advantageous, unique, and proprietary trade secret and business secrets of Centurion Global which it keeps proprietary and confidential and treats as a trade secret and business secret and constitute "Proprietary Information".
2. Centurion Global is the exclusive owner of all Proprietary Information, which is derived, compiled, configured, and maintained by The Network by Centurion. The partner acknowledges all Proprietary Information is owned by Centurion Global through the considerable expenditure of time effort and resources.
  - a. Partners are granted a personal, non-exclusive, non-transferable and revocable right by Centurion Global to use Proprietary Information, to the extent provided to them, but only in so far as is necessary to facilitate network marketing. Centurion Global reserves the right to deny or revoke this right, upon reasonable notice to the partner stating the reason(s) for such denial or revocation, whenever, in the reasonable opinion of Centurion Global, such is necessary to protect the confidentiality or value of Proprietary Information.
  - b. All partners shall maintain Proprietary Information in strictest confidence and shall take all reasonable steps and appropriate measures to safeguard Proprietary Information, to the extent provided to them, and maintain the confidentiality.
  - c. Partners shall not compile, organize, access, create lists of, or otherwise use or disclose Proprietary Information except as authorized by Centurion Global. Partners shall not disclose Proprietary Information to any third party, or use Proprietary Information in connection with any other businesses.
  - d. Use or disclosure of Proprietary Information, other than as authorized by Centurion Global, shall cause significant and irreparable harm to The Network by Centurion, and Centurion Global may claim appropriate, compensation for damages as well as demand a partner to refrain from the harmful conduct as well as seek any other remedies under applicable laws.
  - e. In case of disclosure of the Proprietary Information, voluntary or not, by a partner to any third person, the partner should immediately notify Centurion Global of that fact and take the necessary measures in order to (a) prevent further disclosure by such third party and (b) oblige such third party to sign a confidentiality and non-disclosure agreement for the benefit of Centurion Global and under no less stringent terms that those provided hereunder.
  - f. A partner shall promptly return any and all Proprietary Information or any copy of the same to Centurion Global upon expiration, failure to renew, denial of extension or termination of his or her Membership and shall refrain from any further use.
  - g. The confidentiality obligations set out herein shall survive during the term of the partner's association with Centurion Global as well as after they are no longer active or after their membership has expired or been terminated for any reason.

## J. Sanctions by The Network by Centurion

Centurion Global reserves the right to restrict, monitor, suspend, disable, delete or terminate, or simply not to grant, as applicable, your access to the Member Portal, your membership or any or all of your accounts at any time in our sole and absolute discretion and without notice, and separately or in addition any transaction involving The Network by Centurion that has not been entered on the blockchain may be cancelled (and if permitted by applicable law, with return of any consideration net of fees determined to be appropriate by Centurion Global in its sole discretion). Centurion Global shall not be responsible for notifying you of any cancelled transaction and shall not be responsible for any direct or indirect loss or damage that may result. Any such action by Centurion Global shall not affect any of your obligations to The Network by Centurion as set forth in these Terms and Conditions or otherwise. One or more of such actions may be taken for reasons including, but not limited to, the following: a) if the partner's conduct is determined by Centurion Global to be in violation of any provision(s) as stipulated in these Terms and Conditions or any applicable law, regulation or statute; b) if the partner is deemed by The Network by Centurion to be involved in any fraud or misuse of capabilities, rights or privileges arising from or relating to its membership; or c) if the Member's behaviour, online or offline, is deemed by Centurion Global to be potentially or actually harmful to The Network by Centurion, other partners or the proper and orderly functioning of the Network. Centurion Global's failure to insist upon or enforce the partner's strict compliance with these Terms and Conditions shall not constitute a waiver of any of its rights. Any partner subject to the sanctions provided herein will not receive any refund or other compensation except as specifically provided to the partner by The Network by Centurion, at its sole and absolute discretion, on an individual case-by-case basis.

## 9. Account Registration; Order Policies and Procedures; Fraud

Members can upgrade from Preferred Customer to Network Partner any time through a link in their respective dashboards.

### Preferred Customer

Prior to the first purchase, you must upload the necessary funds to your Cash Account using any of the available funding options. To purchase any product, you need to buy DSV or DSV-P corresponding or greater than the cost of the item you wish to purchase and use it to redeem your chosen item.

### Network Partner

After signing up as a Network Partner, the next step is to buy DSV or DSV-P and to start inviting people to join your team. If you choose to purchase a DSV package, you will have to submit identification documents for KYC (Know-Your- Customer) verification. You must be KYC-verified to be able to purchase. An activation fee of 30 USD will be charged to defray some of the administrative costs associated with conducting KYC.

Once you have passed KYC, you will be able to receive DSV and DSV-P that you may have purchased from time to time and if you are also a partner, you may request and receive pay-outs. You hereby agree to receive all notifications from us from time to time by phone, email and/or text message.

Any and all information you provide to The Network by Centurion must be truthful, current, complete, and accurate. You must on an ongoing basis update and keep current the information you have provided to The Network by Centurion in connection with your membership or your accounts if and when that information changes. You are expressly prohibited from creating an account that impersonates another person, contains offensive or obscene language, or otherwise violates the rights of a third party. You expressly agree that you will not use your account to interfere with or disrupt a third party's use of the Member Portal.

You will maintain your partner status, if applicable, and your accounts held with The Network by Centurion secure from unauthorized access. You will log in using your account password. You will not reveal your password to others. You agree that you alone are responsible for your partner status, if applicable, and your accounts. You accept full responsibility for any and all use of your account, whether authorized or unauthorized. In the case of unauthorized access to your account, you agree to contact and notify The Network by Centurion immediately. You agree to hold harmless and indemnify The Network by Centurion in accordance with paragraph 18 of these Terms and Conditions for any damages, losses or liabilities, including costs and fees, in connection with any use or access of your membership or your accounts if access and use has been granted to any third parties by you.

You may make purchases from Centurion Global only in accordance with these Terms and Conditions. Upon placing an order to purchase from The Network by Centurion, you have entered into a binding and legally enforceable agreement. Prices and availability are subject to change by Centurion Global without notice.

DSV are sold by The Network by Centurion and can only be purchased by a partner in fixed pre-specified quantities determined by Centurion Global, each such quantity being hereafter referred to as a "Package". The amount of DSV-P purchased may be chosen by the partner in increments of 5 with a minimum of 5 DSV-P. The amount needed will be determined by the product the partner wishes to redeem the DSV-P for.

When purchasing a Package, you will receive DSV according to the information displayed on the Member Portal at that time, that information being subject to change by Centurion Global without notice at the sole discretion of Centurion Global. The relevant DSV will then be credited to your account and the corresponding cash amount will be deducted from your cash account.

Additional terms, including, without limitation, prices, payment methods and other terms may be posted from time to time on the Member Portal.

We reserve the right, but undertake no obligation whatsoever, to actively report and prosecute actual and/or suspected fraud in connection with a purchase. We may, in our sole and absolute discretion without notice, require further authorization from you such as a telephone confirmation of your purchase and other information. We reserve the right to cancel, delay or refuse any purchase if fraud is suspected. If any purchase is suspected to be fraudulent, we reserve the right, but undertake no obligation, to submit all records, with or without a subpoena, to all law enforcement agencies and to any payment services provider involved for fraud investigation. We reserve the right to cooperate with national or governmental authorities to prosecute offenders to the fullest extent of the law.

## 10. Payment Options



Centurion Global requires that all payments be made via the approved payment methods listed on the Member Portal. Direct bank wire to the relevant bank account of Centurion Global or payment using the links of approved digital payment gateways listed is always recommended.

You agree that you are solely responsible for making all required filings related to, and paying, all applicable taxes, duties, levies, or charges imposed by any governmental entity anywhere in the world in connection with your use of the Websites, any transactions involving DSV or DSV-P and/or any activities relating to marketing, if any, including earning commissions, if any.

You understand and agree that Centurion Global will not be held liable for any user's failure to complete a transaction entered into through the Member Portal. The Network by Centurion expressly reserves the right to not proceed with or cancel any order, for any reason which it is not required to disclose or justify, at its sole and absolute discretion, regardless of payment method and price confirmation.

#### 11. Cancellation

Once you have made a purchase of DSV and DSV-P, you have entered into a binding legal agreement, and cannot cancel the purchase order. Once the DSV and DSV-P are credited into your account, the DSV and DSV-P are not returnable or exchangeable, and amounts paid are not refundable.

The Network by Centurion reserves the right to refuse or cancel any purchase for any reason at its sole discretion including without limitation for orders Centurion Global deems questionable or suspicious or for any other reason. Centurion Global is not required to notify you or provide any explanation for the refusal or cancellation of any purchase.

Notwithstanding any provision in these Terms and Conditions, The Network by Centurion is not responsible for pricing or typographical errors and expressly reserves the right, in its sole and absolute discretion, to cancel or adjust the pricing of any and all purchases which are mispriced as a result of such errors. In the event of such an occurrence The Network by Centurion will contact you directly with notification of the cancellation.

#### 12. Offset

Without limiting any other legal or equitable rights and remedies that may be available to The Network by Centurion, Centurion Global shall have the right to apply any and all of your funds in our possession to satisfy your monetary obligations owed to us and/or offset any obligations that you may owe to us.

#### 13. Shipment

Although most purchase of DSV and DSV-P are settled and credited to the relevant partner's account within 15 business days subject to the satisfaction of conditions of transfer, under certain circumstances, settlement and crediting to the relevant partner's account may take longer or may be delayed by network actions necessary for the maintenance of the integrity or security of the network or its operations or other unforeseeable events. The Network by Centurion makes no warranty as to the timeliness of settlement and crediting to the relevant partner's account, or to the any consequences resulting from any delayed settlement or crediting. The Network by Centurion is not obliged to notify you of any such delay.

Any payments to Centurion Global arising from or in connection with the purchase of DSV and DSV-P shall be made free and clear of and without any deduction or withholding in respect of any tax or levy. If The Network by Centurion is required by any applicable law to effect deductions or withholdings, then the amount due and payable to Centurion Global shall be increased by such amount as shall result in Centurion Global receiving an amount equal to the amount Centurion Global should have received in the absence of such deduction or withholding.

Applicable taxes may or may not be reflected for any transactions on the Member Portal. You are fully responsible for applicable taxes in each and every jurisdiction as may be applicable.

#### 14. Privacy Policy

The access and use of the Member Portal shall be subject to the terms of our privacy policy (the "Privacy Policy"), which is hereby incorporated into and made part of these Terms and Conditions. Please carefully review our Privacy Policy. By using the Member Portal, or by becoming a partner, or by purchasing DSV and DSV-P or otherwise participating in the Network, you agree that all information gathered from you by us will be governed by our Privacy Policy, which is hereby incorporated into these Terms and Conditions by reference. Without limiting the generality of the foregoing, in the event of a conflict between the terms and conditions set forth in these Terms and Conditions and our Privacy Policy, the terms of the Privacy Policy shall prevail.

#### 15. Force Majeure

You acknowledge and agree that The Network by Centurion is not liable for any case of force majeure, especially unavoidable casualty, armed hostilities, embargo, government order or enactment of legislation or regulation, act of civil or military authorities, failure of electric power or internet availability or connectivity, or any similar unforeseen events that render performance of the Member Portal, DSV, DSV-P, electronic wallets and accounts held with The Network by Centurion, such relevant connections and or connectivity or other functionality within the network or any obligation connected thereto commercially impractical.

#### 16. Statute of Limitations

You agree that, regardless of any laws, rules or authority to the contrary, The Network by Centurion shall not be liable for any claim brought more than one (1) calendar year after the cause of action for such claim first arose.

#### 17. Release and Indemnification

You hereby agree to release The Network by Centurion and its affiliates and related companies, and their directors, shareholders, employees, agents, consultants and advisors, from and against any and all claims, demands, causes of action, damages, liabilities, losses, and expenses, including legal and other professional fees, from any and all claims, demands, debts, obligations, damages (actual or consequential), costs, and expenses of any kind or nature whatsoever, whether known, suspected or unsuspected, disclosed or undisclosed, that you may have against them arising out of or in any way related to, without limitation, any dispute relating to DSV and DSV-P, the Member Portal, the Network or related product or service offered by Centurion Global.

You agree to defend, fully indemnify, and hold harmless The Network by Centurion and its affiliates and related companies, and their directors, shareholders, employees, agents, consultants and advisors, from and against any and all claims, demands, causes of action, damages, liabilities, losses,

and expenses, including legal and other professional fees, directly or indirectly relating to or arising out of your purchase, ownership or marketing or dealing of DSV and DSV-P, or if you or any of your representatives or agents take or omit to take any action whatsoever which are inconsistent with these Terms and Conditions which results in direct or indirect losses and damages to The Network by Centurion and its affiliates and related companies, and their directors, shareholders, employees, agents, consultants and advisors.

#### 18. No Waiver

No delay or failure on the part of The Network by Centurion in exercising any right or remedy shall operate or be construed as a waiver of that right or that remedy. In addition, no partial exercise by The Network by Centurion of any right or any remedy shall preclude the further exercise of that right or that remedy or the exercise of any other right or any other remedy.

#### 19. Governing Law; Dispute Resolution

These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith), the breach thereof or the use of the Member Portal and the associated services shall be governed by, and construed in accordance with Cayman Islands Law. You understand and agree that any dispute relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith), any breach thereof or the Network and associated services shall fall within the exclusive jurisdiction of the courts of Cayman Islands.

#### 20. Amendment and Severability of Terms and Conditions

The Network by Centurion may amend these Terms and Conditions in its sole and absolute discretion without notice to you. In the event that one or more of the provisions of these Terms and Conditions is or are found to be unlawful, invalid or otherwise unenforceable, that/those provisions shall be severable and shall not affect the validity and enforceability of any remaining terms or conditions. The continuation of membership by any partner after any change of these Terms and Conditions constitutes that partner's full acceptance of any changes made. When accepting these Terms and Conditions, note carefully the date of the last update specified at the beginning of the document. Partners should re-read this document carefully and pay particular attention to any changes that have been made. Where in doubt, or as necessary, partners should seek independent professional financial or legal advice.

#### 21. Entire Agreement

These Terms and Conditions, along with any online confirmations, notifications, notices, Rules, guidelines, announcements, letters or directions on the Websites or and any such similar materials issued by The Network by Centurion shall constitute the entire agreement between you and Centurion Global with respect to your use of the Member Portal, purchase and the delivery of DSV and DSV-P in relation thereto and participation, if any, the Network, superseding any prior agreements.

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