

TERMS & CONDITIONS ON AMLT REFERRAL PROGRAM

Last Updated: 22 August 2019

I. DEFINITIONS

“AMLT” – the AMLT token, carrying rights and features as provided for in the TOKEN GENERATION EVENT T&C’s, TERMS AND CONDITIONS RELATING TO THE TOKEN GENERATION EVENT (as amended from time to time), accessible at the Company’s Website (as defined below);

“AMLT Network Member” – a user who has passed successfully entire Network Member Process (as defined below) and became AMLT Network Member as described in the TERMS & CONDITIONS ON AMLT NETWORK MEMBERSHIP (as amended from time to time), accessible at the Company’s Website (as defined below);

“AMLT Network Member Panel” – panel, available on Coinfirm AML platform (at platform.coinfirm.com), which gives access to user’s AMLT Network Member account;

“AMLT Token Referral Reward” – reward which is given to Participant (as defined below), in accordance to rules set out in the Section V of the document herein;

“Beta Period” - initial 6 calendar months of the Program (as defined below) starting at the Effective Date (as defined below);

“Company” or “we” or “us”- AMLT Limited, a company operating under laws of Gibraltar with its registered address at Suite 23 Portland House, Glacis Road, Gibraltar GX11 1AA, Gibraltar, company no. 116373, wholly owned by Coinfirm (as defined below) or its respective successors or assignors;

“Company’s Website” – website at <https://amlt.coinfirm.com>;

“Coinfirm” – Coinfirm Limited a company operating under laws of England and Wales with a company no. 10027965 and registered address at Lansdowne House 5th Floor, 57 Berkeley Square, W1J 6ER London, United Kingdom;

“Consumer” – an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession.

“Effective Date” – the date when these Terms become binding, set out in the section II Clause 6 of the document herein;

“KYC” - know your customer, a process of collecting information with use of methods aimed to assess risk related to a person in respect to anti-money laundering activities or related activities, including verifying the identity of a person;

“Network Member Process” – process, of becoming AMLT Network Member as described in the TERMS & CONDITIONS ON AMLT NETWORK MEMBERSHIP (as amended from time to time), accessible at the Company’s Website; which take place in two parts: first - KYC

verification and second - maintaining the Minimum Amount of AMLT 50.000,00 (fifty thousand) on address/addresses signed by user's private key;

"Program" - AMLT Referral Program operated by AMLT;

"Participant" or "you" or "your" – any person taking part in the Program;

"Recommended User" – user, that signed up to AMLT Network Panel with use of unique Referral link (as defined below);

"Referral link" – the URL link unique for every Participant, created from his/her AMLT Network Member Panel's dashboard;

"Activation Period" - a time period from 25th of the calendar month till the 24th of the next calendar month following directly the month of the start of this period;

"Terms" – the terms and conditions herein;

"Verified User" – user that signed in Network Member Panel and have passed the first part of the Network Member Process – KYC verification.

II. THE AGREEMENT

1. The Terms provide for and regulate all rights and obligations between the Company and any Participant in the Program.
2. The Terms create a binding agreement between Company and you.
3. Please read the Terms carefully before taking part in Program. These terms contain provisions which affect your legal rights.
4. By sharing Referral link you agree to be bound by the Terms. If you do not agree to the Terms, please do not share Referral link.
5. Please read also the TOKEN GENERATION EVENT T&C's, TERMS AND CONDITIONS RELATING TO THE TOKEN GENERATION EVENT and TERMS & CONDITIONS ON AMLT NETWORK MEMBERSHIP, accessible at the Company's Website, as they are indispensable for you to understand the nature of the AMLT and risk associated to it and AMLT Network Membership rules.
6. The Effective Date is 24th of August 2019.

III. PURPOSE OF THE PROGRAM

1. The Program is designed to create a Referral System of Participants that get rewarded for every Recommended User that becomes an active AMLT Network Member with use of unique Referral Link assigned to specific Participant.

IV. PARTICIPATION IN THE PROGRAM

1. Participant may be only a physical or legal person or other entity with capability to undertake legal actions, who is AMLT Network Member or Verified User.

V. REWARD

1. The reward will be paid for refer of Recommended User, who becomes an active AMLT Network Member.

2. Recommended Users become active AMLT Network Members in specific Activation Period.
3. AMLT Token Referral Reward will be granted to specific Participant if all the following conditions are met:
 - 3.1. Participant will copy unique Referral link from his/her dashboard on AMLT Network Member Panel;
 - 3.2. Participant will share unique Referral link on various digital platforms such as email, messenger, web browsers and more;
 - 3.3. Recommended User will use unique Referral link assigned to specific Participant to sign up to Network Member Panel;
 - 3.4. Recommended User will successfully pass whole Network Member Process and become an active AMLT Network Member as defined in the TERMS & CONDITIONS ON AMLT NETWORK MEMBERSHIP (as amended from time to time), accessible at the Company's Website.
4. The amount of AMLT Token Referral Reward during Beta Period will be AMLT 50,000 (fifty thousand).
5. After the end of Beta Period Company will determine the new amount of AMLT Token Referral Reward and will communicate it on the Company Website, unless remains unchanged.
6. Company reserves the right to change the amount of AMLT Token Referral Reward at any time, even during the Beta Period, if it is essential to maintain proper functionality of the AMLT Network.
7. All changes of the amount of AMLT Token Referral Reward shall be communicated on the Company Website at least 14 (fourteen) days before the commencement of the Activation Period they are intended to be binding. Those amendments become binding at the beginning of the Activation Period following directly the Activation Period during which they were published.
8. AMLT Token Referral Reward will be paid in AMLT during first two days of the month following the month when Recommended User successful became AMLT Network Member.

VI. REFERRALS SECTION

1. Referrals section is the part of AMLT Network Member Panel.
2. It consists of two key aspects:
 - 2.1. Sharing tab - where Participant can either copy the Referral Link or click on the social network icon to share it with his/her community or followers.
 - 2.2. History tab - which shows a detailed list of Recommended Users, who created account using unique Referral link shared by specific Participant. History tab shows the following details:
 - 2.2.1. Recommended User Registration Date;
 - 2.2.2. Recommended User Number;
 - 2.2.3. Recommended User Network Member Process;
 - 2.2.4. AMLT Reward awarded to specific Participant;
 - 2.2.5. Reward Status.

VII. BETA PERIOD

1. The Program shall start from the Effective Date and initially will be led in the Beta Period.
2. After the Beta Period is finished the Program will automatically continue based on general rules as provided on these Terms.

VIII. INTELLECTUAL PROPERTY

1. The Company, Coinfirm and other Coinfirm capital group companies are owners of the intellectual property related to the Program (“Program Intellectual Property”), including any trademarks, tradenames.
2. You are not granted any licence to use any of the Program Intellectual Property.
3. Any unauthorized use of the Program Intellectual Property shall be strictly prohibited and shall be subject to legal proceeding as well constitutes a condition for cancellation of your participation to the Program.

IX. COMPLAINTS

1. All complaints regarding the Program, including technical problems or complaints on our decisions should be reported at amlt@coinfirm.com
2. We will analyse each and any complaint thoroughly and give you a proper answer during a reasonable time (up to fourteen business days) from delivery of your complaint.

X. LIABILITY AND INDEMNITY

1. EXCEPT AS EXPRESSLY STATED HEREIN, THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, IN RESPECT OF ANY SERVICE, BENEFIT, AMLT OR C-SCORE REPORT OR INTELLECTUAL PROPERTY RIGHTS PROVIDED HEREUNDER. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH MAY BE IMPLIED IN RESPECT OF ANY SERVICE, BENEFIT, THE AMLT OR C-SCORE REPORT OR INTELLECTUAL PROPERTY RIGHTS PROVIDED HEREUNDER, OR (IN EACH CASE) THEIR USE AND THE RESULTS OF SUCH USE.
2. To the fullest extent permitted by applicable law you agree to indemnify, defend and hold harmless the Company and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “Company Indemnified Parties”) from and against any and all claims, demands, actions, damages, losses, costs and expenses (including reasonable professional and legal fees) that arise from or relate to:
 - 3.1. your participation to the Program;
 - 3.2. your acquisition or use of AMLT under these Terms, or;
 - 3.3. the performance or non-performance of your responsibilities, representations, warranties or obligations under these Terms, or;
 - 3.4. your breach of any of the provisions set out in these Terms, or;
 - 3.5. your breach of any rights of any other Person.
3. Unless you are a Consumer the Company reserves the right to exercise a sole control over the defence, at your sole cost and expense, of any claim subject to an indemnity set out in the Clause 2 of this Section X.
4. The indemnity set out in this Section X is in addition to, and not in lieu of, any other remedies that may be available to the Company under applicable law.
5. Under no circumstances:
 - 6.1. Shall either party be liable to the other party for indirect, incidental, consequential, punitive, special or exemplary damages including lost profits, lost revenues, loss of opportunity or business interruption, whether or not such damages are foreseeable (even if that party has been advised of the possibility of such damages), or,

6.2. Shall the entire liability of either party to the other party under this Agreement, with respect to any subject matter of these Terms under any contract, negligence, strict liability or other legal or equitable theory, exceed the amounts paid or payable pursuant to these Terms.

6. [General liability limit of the Company]. Company's total liability to you (whether in contract, tort (including negligence), breach of statutory duty or otherwise) arising out of or in connection with the Program or these Terms shall not exceed a total of AMLT 50.000,00 (fifty thousand) calculated based on the exchange rate to USD from the date of adequate final and binding court judgement finding Company liable to you or a date of a final and binding written agreement between you and us determining our liability to you.
7. The limitations of liability do not apply to any breach of obligations hereunder regarding confidentiality or to obligations of indemnification.
8. Notwithstanding anything to the contrary, nothing in these Terms shall operate to exclude or restrict either party's liability for (i) death or personal injury resulting from negligence or (ii) fraud or fraudulent misrepresentation.
9. Each party shall use all reasonable endeavours to mitigate any loss and damage incurred by it or its affiliates a result of any breach by another party of its obligations under these Terms.

XI. TAXATION.

1. You are solely responsible for any taxes in any jurisdiction arising out of your participation to the Programme.
2. The Company provides no tax or legal advice nor shall be liable for your legal or tax obligations.

XII. PERSONAL DATA PROTECTION

1. The Company shall be the Controller of your personal data.
2. Your provision of your personal data is essential and necessary to execute agreement between us and you.
3. Your personal data will be processed in order to manage your participation to the Programme unless you give us your consent to process in other purposes which shall be communicated to you
4. Your personal data may be transferred to Coinfirm to be processed in order to render KYC or AML/CTF.
5. For further information please read our privacy notice at the Company's Website.

XIII. ANTI-BRIBERY COMPLIANCE

1. Each Party to these Terms, in its own capacity, warrants and represents that:
 - 1.1. such Party, and its subsidiaries and its and their respective directors, officers, employees, agents and any other persons acting on its or their behalf has not, directly or indirectly, made any bribes, rebates, payoffs, influence payments, kickbacks, illegal payments, illegal political contributions, or other payments, in the form of cash, gifts, or otherwise, or taken any other action, in violation of the UK Bribery Act of 2010 or any other anti-bribery or anti-corruption Law (collectively the "Anti-Bribery Laws"), and;
 - 1.2. such Party (nor any of its subsidiaries) is or has been the subject of any investigation or inquiry by any governmental body with respect to potential violations of Anti-Bribery Laws.

XIV. TERM AND TERMINATION.

1. The Program is designed to continue for indefinite period of time until terminated by the Company. The termination notice shall be published on the Company Website and the notice period is 30 days effective at the 24th day of calendar month.
2. If you want to terminate your participation in Program, you should do not share your unique Referral link with no one and erase it from every space, where you share it.

XV. GENERAL PROVISIONS

1. We may amend these Terms from time to time, including where there are changes to the intended functionality of AMLT or as may be otherwise required by any laws or regulatory requirements to which we are subject. If we make any amendments to these Terms, we will publish a notice together with the updated Terms on the Company's Website and we will change the "Last Updated" date at the top of these Terms. Any amended Terms shall become effective in three (3) days upon the publication of such notice and updated Terms on the Company's Website (not applicable to amendments on reward pool or significance criteria). It is your responsibility to regularly check the Company's Website for any such notices and updated Terms. You may not agree to the amended Terms. If you do not agree you should do not share your unique Referral link anymore and erase it from every space, where you share it.
2. If any term, clause or provision of these Terms is found to be illegal, void or unenforceable (in whole or in part), then such term, clause or provision shall be severable from these Terms without affecting the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms, which shall remain in full force and effect.
3. These Terms constitute the entire agreement between the parties in relation to its subject matter. These Terms supersede any and all prior agreements, draft agreements, arrangements, warranties, statements, assurances, representations and undertakings of any nature made by, or on behalf of the parties, whether oral or written, public or private, in relation to that subject matter.
4. You acknowledge that by accepting these Terms, you have not relied on any oral or written statements, warranties, assurances, representations or undertakings which were or may have been made by the Company or on the Company's behalf by any of the Company Indemnified Parties and/or a related entity or undertaking in relation to the subject matter of these Terms at any time before your acceptance of them ("PreContractual Statements"), other than those set out in these Terms. You hereby waive any and all rights and remedies which might otherwise be available in relation to such Pre-Contractual Statements.
5. Nothing in these Terms shall be deemed to create any form of partnership, joint venture or any other similar relationship between you and the Company, Coinfirm or other individuals or entities involved with the AMLT or the Program.
6. These Terms and any dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with Gibraltar Law.
7. Unless you are a Consumer the Parties irrevocably agree that the Gibraltar courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or their subject matter or formation (including noncontractual disputes and claims). If you are a Consumer general provisions of applicable law shall apply.
8. Any correspondence to us should be sent at:
 - 8.1. amlt@coinfirm.com
 - 8.2. Al. Jerozolimskie 142B, 02-305 Warszawa, Poland