



# QUINTA ESSENTIA REFERRAL PROGRAM TERMS AND CONDITIONS



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**Version:** 1.0

## PREAMBLE

Application. These Terms apply to and govern your participation in the Referral Program. These Terms define the terms, conditions, rights, and obligations related to the Referral Program transaction only, and do not extend to or include any ancillary or unrelated transactions, assets, activities, or services, such as the Product sale or Website use. The scope of these Terms is strictly limited to the matters expressly described herein.

Acceptance. By accepting these Terms, including by participating in the Referral Program, generating or sharing your Referral Link, or by clicking the button "I accept" or respective check box in connection with or relating to these Terms, you acknowledge that you have read, accept without modifications, and agree to be bound by these Terms and all terms incorporated herein by reference, which form a legally binding agreement between you and us.

Definitions. The definitions for terms used throughout these Terms are outlined in Section 13; please consult this Section for any clarification on terminology.

Important. Please read these Terms carefully as they affect your obligations and legal rights. Note that Sections 9 and 10 contain provisions governing the choice of law, dispute resolution terms, and class action waiver. Please read and review Sections 4-7 carefully before accepting these Terms as they provide for the limitation of liability, your obligations to indemnify the Quinta Parties and contain a disclaimer of warranties as well as other important disclaimers with regard to the Referral Program.

## 1. REFERRAL PROGRAM

Program. The Referral Program is brought to you by Quinta so you can invite people to purchase the Product. Currently, participation in the Referral Program is available for the Product purchasers only. The Referral Program facilitates the promotion of the Products, by allowing Referrers to invite people to acquire the Product and, in turn, become eligible for the Referral Reward based on the amount of the total Purchase Price paid by the Referred Purchasers. In addition, subject to the terms of the Ranking Schedule, you will be entitled to the Referral Reward which is based on the Purchase Price paid by your Sub-Referrer's Referred Purchasers.

Compliance. Subject to these Terms, you agree and undertake that your participation in the Referral Program shall, and all your referral activities carried out in relation to the Referral Program must, be professional, reasonable, proper, and lawful.

Term. The Referral Program is temporary. We reserve the right to terminate or suspend the Referral Program at any time at our sole discretion, with or without notice to you.

Restrictions. The Referral Program may be subject to certain restrictions and limitations, such as with respect to jurisdictions, number of people, etc., as may be established by us from time to time, including via the Communication Channels. You shall comply with any such restrictions and limitations as if they were a part of these Terms.

Eligibility. We have the sole right and discretion to accept or reject your participation in the Referral Program. In order to be eligible to participate in the Referral Program and to be a Referrer, you shall:

- (a) be able to accept these Terms and form a legally binding agreement with us on the terms herein set forth;
- (b) be at least eighteen (18) years of age, or of such higher age required to accept these Terms and enter into a legally binding agreement with us on the terms herein set forth according to the laws of the jurisdiction where you reside;
- (c) neither be a Prohibited Person nor participate in the Referral Program for the benefit of a Prohibited Person; and
- (d) comply with these Terms.

Referral Link. In order to participate in the Referral Program, you shall use your unique Referral Link provided in your Account. You shall have the right to distribute and share the Referral Link in any legal way and in compliance with these Terms.

Referral Mechanics. In order to become a Referred Purchaser, the person must follow your Referral Link and, during the same web connection session, purchase the Product. If a person follows your Referral Link but buys the Product during a separate web connection session, the Product so bought shall not be included in the calculation of nor counted towards your Referral Reward.

Referral Materials. We may, at our sole discretion, provide or withdraw the Referral Materials. We hereby grant you a limited, temporary, non-transferable, royalty-free, non-exclusive, revocable, non-sublicensable, worldwide (except for the Prohibited Jurisdictions) license to use the Referral Materials in relation with your Referral Program activities. You do not receive any rights, title, interest in or to such Referral Materials, and we reserve the right to terminate the foregoing license and prohibit any use of the Referral Materials at any time. Your use of the Referral Materials shall not violate (i) these Terms, (ii) our instructions, if any, or (iii) the applicable law.

Referred Purchasers. We may, at our sole discretion, accept or decline any person introduced (referred) by you and have the right to terminate any transaction with any Referred Purchaser, at any time. In the foregoing cases, you shall not receive the Referral Reward for the rejected persons, and the Referral Reward associated with the terminated Referred Purchaser shall be canceled. For this purpose, we retain the right to deduct the corresponding Referral Reward from your Account balance. If the Account balance is insufficient, we reserve the right to, and you hereby authorize us to, set-off our claim for the cancelled Referral Reward from the Purchase Price paid by you for the Product.

Transparency. When participating in the Referral Program, you shall inform your Referred Purchasers and Sub-Referrers of your participation in the Referral Program and the Referral Reward to be accrued by you in connection with the Referral Program.

Sub-Referrers. Subject to these Terms, any Referred Purchaser may become a Sub-Referrer. The Referred Purchaser can be the Sub-Referrer of only one Referrer, i.e., the Sub-Referrer cannot be associated with multiple Referrers.

Security. You are solely responsible for securing your Wallet, Account, and Credentials thereto. You shall not disclose your Credentials to any third person and allow any third person to access your Wallet or Account. You shall be solely responsible for any use of your Wallet, Account and Credentials thereto, as well as their confidentiality. You remain responsible for all transactions carried out via your Account or using Wallet. If you suspect that your Wallet or Account is compromised, you shall notify us immediately, otherwise all transactions carried out with your Wallet or Account will be considered to be made personally by you.

## 2. REFERRAL REWARD

**Reward.** The Referral Reward is outlined in the Ranking Schedule and is based on the total Purchase Price paid by your Referred Purchasers or your Sub-Referrers' Referred Purchasers, as applicable.

**Ranking Schedule.** The Ranking Schedule is as follows:

Line	Referral Rewards in % of the Purchase Price	Number of your Referred Purchasers who became Sub-Referrers	Rank
1	10	-	Newbie
2	10	2	Junior
3	5	3	Middle
4	2	5	Expert
5	1	7	Master
6	0,5	10	Grandmaster
7	0,5	15	Alchemist

For clarity: (i) your direct Referred Purchasers are deemed the first line, the direct Referred Purchasers of your direct Sub-Referrer are deemed the second line and so forth; (ii) the seventh line is the last one, no Referral Reward accrues following the seventh line.

**Ranks.** As per the Ranking Schedule, your Referral Reward with respect to your Sub-Referrers' Referred Purchasers depends on your rank. Your rank is dependent on the number of your Referred Purchasers who became Sub-Referrers. You acknowledge that the new rank may not become effective immediately.

**Accountability.** The calculations of the Referral Rewards shall be conducted by us. You will be able to access the information about your Referral Rewards within your Account. If you discover any discrepancy between your own records and our calculations, you must notify us in writing of such discrepancy within ten (10) calendar days from the date when we provided such calculations and provide us with sufficient detail of such discrepancy. If you fail to notify us as outlined in the previous sentence, then our calculations shall be deemed final and conclusive and you are deemed to have waived all rights to contest our calculations in any way. Once and if you duly notified us as outlined above, we and you shall cooperate in good faith to resolve such discrepancy in a prompt and mutually acceptable manner as soon as reasonably practicable. If we and you fail to reach an agreement within thirty (30) calendar days following our notification as outlined above, our calculations shall be deemed final and conclusive.

**Accrual and Distribution.** The Referral Reward, if any, shall accrue in the form of USDT. The applicable exchange rates, if any, shall be reasonably determined by us at our sole and absolute discretion based on then-current market rate. Subject to these Terms, the Referral Reward accrue within your Account promptly after our receipt of the respective Purchased Price and the accrued Referral Reward becomes available for claim and withdrawal.

**Refund.** In the event that any of your or your Sub-Referrers' Referred Purchaser requests a Refund, the accrual of the Referral Reward associated with the Refunded Purchase Price shall be cancelled. For this purpose, we retain the right to deduct the corresponding Referral Reward from your Account

balance. If the Account balance is insufficient, we reserve the right to, and you hereby authorise us to, set-off our claim for the cancelled Referral Reward from the Purchase Price paid by you for the Product.

### **3. PROHIBITED ACTIVITIES**

When participating in the Referral Program or in connection therewith, you shall not conduct or participate in any of the following:

- (a) provide information, materials or use language that is misleading, untrue, profane, bigoted, pornographic, defamatory, hateful, suggestive, obscene, offensive, stalking, abusive, libelous, discriminatory, vulgar, sexually explicit, indecent, lewd, threatening, deceptive, inflammatory, fraudulent, or otherwise objectionable or likely or intended to incite, threaten, promote, facilitate or encourage hate, racial intolerance, or violent acts against others;
- (b) attract fraud (fake) traffic;
- (c) present the Product to any third person as investments, security, or financial instruments;
- (d) attach characteristics and qualities that are not inherent to the Product;
- (e) misrepresent yourself or impersonate any person or entity, including, but not limited to, any of our officials, directors, shareholders, agents, or representatives, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (f) “stalk”, harm or otherwise harass any person in any way;
- (g) send unsolicited communications (spam) including via email, messengers, SMS, or otherwise;
- (h) force a person to purchase the Product or participate in the Referral Program or otherwise contribute to duress or undue influence on a Referred Purchaser;
- (i) introduce (refer) the Prohibited Person or transact with the Prohibited Person;
- (j) participate in the Referral Program for any illegal purposes;
- (k) circumvent or attempt to circumvent any access or functionality restrictions or limitations that the Referral Program, related technical infrastructure and/or software have or may have, including with the use of malware, spyware, harmful code or software, or by undertaking hacker attacks or similar activities;
- (l) intentionally or unintentionally violate any law or rights of any third person;
- (m) conduct fraudulent activities, providing any false, inaccurate, or misleading information, including in order to unlawfully obtain the Referral Reward;
- (n) carry out any other unlawful activities, or activities that violate any applicable regulations, rules, orders, etc.;
- (o) violate terms or policies of the Third-Party Service used by you in relation to the Referral Program; and
- (p) violate these Terms.

### **4. REFERRER’S WARRANTIES AND REPRESENTATIONS**

By entering into these Terms, you expressly represent and warrant to us that:

- (a) you have read and understand these Terms, including all documents and items incorporated herein by reference;
- (b) you have the necessary authority to accept these Terms, enter into a binding agreement with us, and perform the obligations set out herein;
- (c) you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with Digital Assets, Digital Assets storage facilities, including Wallets, distributed ledger technology and blockchain-based software in general;
- (d) you agree to perform your obligations in accordance with the duty of good faith and fair dealing;
- (e) your Wallet and transactions contemplated hereunder is either owned by you, or that you are validly authorized to carry out transactions using such Wallet;
- (f) you shall be solely responsible for all and any operations carried out by you in connection with the Referral Program;
- (g) you are not a Prohibited Person nor participate in the Referral Program for the benefit of a Prohibited Person;
- (h) you will comply with any applicable tax obligations in your jurisdiction arising from your participation in the Referral Program;
- (i) you shall not make any decisions based solely on the information contained in the Materials, or otherwise made available to you, and you shall conduct your own substantial research and analysis before making any decision;
- (j) you acknowledge that your participation in the Referral Program may not be profitable, beneficial or suitable;
- (k) you acknowledge that your participation in the Referral Program may not meet your expectations or fit for a particular purpose, and it is always up to you to decide whether to participate in the Referral Program; and
- (l) all of the above representations and warranties are true, complete, accurate, and non-misleading from the time when you accept these Terms, and for the whole period of your participation in the Referral Program.

## **5. IMPORTANT DISCLAIMERS**

**No Liability.** You act as an independent contractor, not as our employee, agent or representative. We shall not be liable or responsible for any of your acts or omissions conducted by you or on your behalf in the course of the Referral Program or otherwise, including marketing, advertisements, or promotions. Any your costs or charges in relation to the Referral Program shall not be compensated by us and shall be met solely by you.

**No Advice.** No part of the Materials is intended as, or shall be considered to be, or construed as, business, legal, financial, investment, trading, or any other sort of advice, or advice of a broker regarding any matters to which all or any part of such Materials relates. Before participating in the Referral Program and carrying out any transactions in connection therewith, you should consult your own legal, financial, tax, or other professional advisors. We shall not be responsible for any decisions made upon the reliance on the Materials, therefore any use thereof or reliance thereon will always be at your own discretion and risk, and you shall be solely responsible for any possible damages or losses arising therefrom.



No Fiduciary Relationship. Notwithstanding anything to the contrary contained herein, to the maximum extent permitted by the applicable law, we shall owe no fiduciary duties to you, provided, however, that we shall have the duty to act in accordance with these Terms and the implied contractual covenant of good faith and fair dealing to the extent required by the applicable law.

No Partnership or Agency. Nothing in these Terms is intended to, or shall be deemed to, establish any partnership, association, joint venture, or other co-operative entity between you and us. Nothing in these Terms and no action taken by you or us pursuant to these Terms shall constitute, or be deemed to constitute, you as our agent for any purpose, and *vice versa*. Neither you nor we have the authority or power to bind or contract in the name of each other.

Third-Party Content and Services. When participating in the Referral Program, you may view or interact with the Third-Party Content and Third-Party Services. We are not responsible for and shall not be held liable in connection with, and do not make any warranties, whether express or implied, as to the Third-Party Content or Third-Party Services, do not endorse, recommend or solicit to use, and are not responsible for any such Third-Party Content or Third-Party Services, as well as any information, materials, content, services or tools on or available through such Third-Party Content or Third-Party Services. You hereby affirm and acknowledge that your use of Third-Party Content or Third-Party Services, and your interactions with third parties are at your own risk. To the maximum extent permitted by the applicable law, in no event shall we be responsible for or held liable in connection with any loss or damage of any sort incurred by you as the result of, or in connection with accessing or using any Third-Party Content or Third-Party Services.

## **6. LIMITATION OF LIABILITY**

Limitation of Liability. To the maximum extent permitted under the applicable law, in no event shall:

- (a) the Quinta Parties be not liable or responsible for any indirect, special, punitive, exemplary, incidental, or consequential damages of any kind, including, but not limited to, the loss of goodwill, loss of profits (including expected), loss of data, diminution of value, and business interruption arising out of or in connection with (i) these Terms or their violation, (ii) your participation in the Referral Program or any transactions contemplated hereunder, and/or (iii) our failure to perform as represented or expected, whether based upon breach of warranty or contract, negligence, strict liability, tort, or any other legal theory;
- (b) the Quinta Parties be responsible for or held liable in connection with any possible damages or losses, including, but not limited to, consequential, incidental, special or indirect, arising from any decisions made relying on the Materials; and
- (c) the aggregate liability of the Quinta Parties to you for all damages and losses whatsoever arising out of or in connection with these Terms, their undue performance or violation, the Referral Program, and any transactions contemplated hereunder exceed EUR 200 (two hundred Euros) or the amount of the Referral Rewards legitimately accrued but unclaimed by you.

Exclusion of Liability. To the maximum extent permitted under the applicable law, in no event shall the Quinta Parties be liable for any damages or losses arising out from or in relation with:

- (a) any acts or omissions of any Referrer, Sub-Referrer, Referred Purchaser, or any other third party;
- (b) a hacker attack, phishing attack, malware attack, viruses, or trojan horses, whether affecting or transmitted via the Website, or otherwise, or any other unauthorized third-party intervention in the operation thereof;

- (c) your failure to ensure confidentiality of your Credentials;
- (d) Third-Party Services or Third-Party Content; and
- (e) the Force Majeure Circumstances,

in each case including for any direct, indirect, special, punitive, exemplary, incidental, or consequential damages of any kind, loss of goodwill, loss of profits (including expected), loss of data, diminution of value, and business interruption.

Waiver. You shall not, and to the maximum extent permitted under the applicable law hereby waive any right to, seek to recover the damages listed above in this Section 6 from the Quinta Parties and/or persons specified above.

Exceptions. Inasmuch as some jurisdictions do not allow the exclusions or limitations as set forth herein, the above exclusions and limitations shall apply to the maximum extent permitted under the applicable law. Notwithstanding anything to the contrary contained therein, these Terms do not limit our liability for intentional misconduct, gross negligence, fraud, death or any personal injury caused by or in connection with the Product, their use or inability to use.

## **7. INDEMNIFICATION**

To the fullest extent permitted under the applicable law, you shall indemnify, defend, and hold harmless the Quinta 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 your violation of these Terms, including making untrue or false representations or warranties, and exercising, enforcing, or preserving our rights, powers or remedies (or considering doing so) with respect to you in connection with these Terms. We reserve the right to exercise sole control over the defense, at your sole cost and expense, of any claim subject to an indemnity set out in this Section 7. The indemnity set out in this Section 7 is in addition to, and not in lieu of, any other remedies that may be available to us under these Terms, statute, common law, or equity.

## **8. TERMINATION AND REMEDIES**

Term. These Terms will be in full force until terminated in accordance with the terms prescribed herein.

Termination. These Terms shall be deemed automatically terminated upon our announcement of the Referral Program termination.

Termination by Us. We reserve the right to immediately terminate these Terms and reject your participation in the Referral Program, if you have, or we determine or suspect that you have, while participating in the Referral Program, violated these Terms.

Termination by You. You can terminate your participation in the Referral Program by terminating your Account, which may be conducted via the Website interface, if available, or by contacting us.

Effect of Termination. Upon any termination hereof, you shall not have the right to claim any Referral Reward, including the Referral Reward that accrued as of the termination date.

Survival. Sections 4-13 shall survive any expiration or termination of these Terms and/or the Referral Program, regardless of reason.

Remedies. If we detect any suspicious activity related to you or your Account, or if you have, or we determine or suspect that you have, while participating in the Referral Program, violated these Terms, we shall be entitled to any of the following, including any combination thereof:

- (a) suspend your participation in the Referral Program;
- (b) suspend accrual of the Referral Reward;
- (c) suspend Referral Reward withdrawal;
- (d) suspend your Account or functionality thereof; and/or
- (e) make adjustments and recalculation of the Referral Reward, and cancel the accrued Referral Reward; and/or
- (f) terminate these Terms and your participation in the Referral Program.

For the purpose of the item “(e)” above, we retain the right to deduct the corresponding Referral Reward from your Account balance. If the Account balance is insufficient, we reserve the right to, and you hereby authorise us to, set-off our claim for the cancelled Referral Reward from the Purchase Price paid by you for the Product.

## **9. APPLICABLE LAW**

These Terms, as well as any and all relationship between you and us relating to the Referral Program or any transaction contemplated in these Terms shall be governed by and construed and enforced in accordance with the laws of the British Virgin Islands, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction.

## **10. DISPUTE RESOLUTION**

Dispute Resolution. For any Dispute that you have against us or relating in any way to these Terms or the Referral Program, you should first contact us and attempt to resolve the Dispute informally by sending a Notice to us via email at [info@quinta.pro](mailto:info@quinta.pro). The Notice must include your name, residence address, email address and telephone number, describe the nature and basis of the Dispute and set forth the specific relief sought. If we and you cannot reach an agreement to resolve the Dispute within thirty (30) days after such Notice is received, then, without prejudice to the mandatory provisions of the applicable laws, either you or we may submit the Dispute to the courts of the British Virgin Islands having jurisdiction.

Waiver of Jury Trial. You and we hereby waive your and our respective rights to a jury trial.

Confidentiality. Unless otherwise required by the applicable law, and to the maximum extent permitted and possible, you, we, and other persons engaged by you or us shall maintain the confidentiality of any litigation and negotiation proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the litigation or negotiation, or related to the Disputes.

No Class Actions. Any Dispute arising out of or related to these Terms is personal to you and us and will be resolved solely through individual litigation and will not be brought as a class action or any other type of representative proceeding in any circumstances. There will be no class or other type of representative action, whether within or outside of litigation where an individual attempts to resolve a Dispute as a representative of a group of individuals.

Statutes of Limitation. To the maximum extent permitted under the law, you and we hereby agree that any claim arising out of or related to these Terms or the Referral Program shall be filed within one (1) year after the ground for such claim arose; if the claim is not filed within this term, such claim shall be permanently barred, which means that neither you, nor we will have the right to assert such claim.

## **11. COMMUNICATION**



Communication Channels. You agree and consent to receive electronically all Communications that we provide in connection with these Terms and the Referral Program. You agree that we may provide Communications to you through any of the Communication Channels, provided that only those postings shall be deemed to constitute Communication that are expressly marked as relating to these Terms. All Communications specified in this paragraph shall be deemed in writing, valid and of full legal force, and delivered to you on the day following the day when they are published or transmitted, as the case may be.

Contact Details. You may electronically communicate with us by sending Communications to the following email address info@quinta.pro We may require you to provide additional data or documents that will allow us to identify you.

## **12. MISCELLANEOUS**

Privacy. Your personal data is processed in accordance with our Privacy Notice.

Assignability. You shall not assign or transfer any rights or obligations under these Terms without our prior written consent. We may transfer or assign these Terms, including any rights and obligations hereunder at any time and no such transfer or assignment shall require your additional consent or approval.

Third-Party Beneficiaries. Except for the Quinta Parties, there shall be no third-party beneficiaries to these Terms. However, Quinta Parties' consent is not required to modify, assign, or otherwise affect these Terms.

No Waiver. No failure or delay by us to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

Entire Agreement. These Terms, together with any documents incorporated herein by reference, constitute the entire agreement between you and us, and supersede all prior and contemporaneous understandings, writings, letters, statements or promises between you and us regarding the subject matters hereof. You hereby agree and acknowledge that when entering into these Terms, you have not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance, or warranty (whether made negligently or innocently) other than as expressly set forth in these Terms.

Language. Currently, only the English version of the Website interface and any Communications is considered official. The English version shall prevail in case of differences in translation of any Materials, Communications, or other content.

Validity and Enforceability. If any provision or part-provision of these Terms is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto will not be materially and adversely affected thereby, (i) such provision will be fully severable, (ii) these Terms will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (iii) the remaining provisions of these Terms will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (iv) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of these Terms a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible. In any event, the invalidity or unenforceability of any provision or part-provision of these Terms shall not affect the validity or enforceability of any other provisions of these Terms, all of which shall remain in full force and effect.

Modification. You acknowledge and agree that we may modify, supplement or update these Terms from time to time at our sole and absolute discretion, and without your consent. If we make changes to these

Terms, we will update the “Last Updated” date at the top of these Terms and the version number. Unless otherwise specified by us, updated Terms shall become effective immediately, and your participation in the Referral Program confirms the acceptance of such updated Terms. If you do not agree to the amended Terms, you must not participate in the Referral Program. It is expressly acknowledged that it is your sole obligation to review these Terms in order to stay informed about the content, terms, and conditions outlined herein, and the choices available to you.

Interpretation. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders; words in the singular shall include the plural and in the plural shall include the singular; any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; Section headings do not affect the interpretation of these Terms. You hereby agree that a rule of construction does not apply to our disadvantage because we were responsible for the preparation of these Terms.

### 13. INTERPRETATION

Definitions. In these Terms, unless the context requires otherwise, the terms shall have the following meaning:

“**Account**” means your account with the Website.

“**Affiliate**” means a person controlling, controlled by, or under the same control with us.

“**Communication Channels**” means the Website and channels, social media accounts, chats, groups, or bots, as may be indicated on the Website.

“**Credentials**” means the data that can be used to access and manage your Account or Wallet, such as login, passwords, PINs, seed phrases, private cryptographic keys, encryption keys, signing keys, or any other type of keys, etc.

“**Digital Assets**” means cryptocurrencies and other digital tokens implemented on a public blockchain network, such as, for example, USD Tether (USDT), USD Coin (USDC), and so forth.

“**Dispute**” means any dispute, controversy, claim, suit, action, cause of action, demand, or proceeding.

“**Force Majeure Circumstances**” include, without limitation, (i) fire, flood, hostility, pandemic, the act of God, explosion, strike, (ii) war, undeclared war, civil war, revolution, riot, act of terrorism, military actions and operations, (iii) sanctions, government actions, cease and desist orders issued by governmental or other authorities, embargoes, actions initiated by governmental or other authorities, (iv) weaknesses, vulnerabilities and bugs in the software, blockchain networks, Wallets, and other technologies used in connection with these Terms and transactions contemplated hereunder, 51% attacks or similar attacks on Digital Assets’ underlying blockchain networks; (v) actions, failures to act or inactions of Third-Party Service providers or other third parties, including fraud, loss or theft of funds by such third parties, (vi) system interference and/or destruction by any malicious programs, (vii) power failure, equipment or software malfunction or error, (viii) other circumstances beyond our control interfering the performance of these Terms.

“**Materials**” means any information, statements, announcements, data, content, and materials provided on or through the Communication Channels, or otherwise communicated in connection with the Referral Program.

“**Notice**” means a written notice of your claim to any of the Quinta Parties.

**“Product”** means the non-microbiological biostimulant ProtoHumiX®, as further described at <https://protohumix.com/en/about-product/humic-acid>. It is acknowledged that the Product is sold in packages (batches), therefore the term Product shall include the Product packages (batches) as they are being sold via the Website.

**“Prohibited Jurisdiction”** means any of the following jurisdictions: United Arab Emirates, United States of America (including its territories: American Samoa, Guam, Puerto Rico, the Northern Mariana Islands, and the U.S. Virgin Islands), Democratic People’s Republic of North Korea, Islamic Republic of Iran, Republic of Cuba, Syrian Arab Republic, Myanmar, Sevastopol and the Crimea Region of Ukraine, Donetsk People’s Republic and Luhansk People’s Republic regions of Ukraine, and any jurisdiction or territory, which is subject to a country-wide or territory-wide sanction imposed by any country, government, or international authority.

**“Prohibited Person”** means any citizen or resident of, or person subject to jurisdiction of, any Prohibited Jurisdiction, or person subject to any sanctions administered or enforced by any country, government or international authority, including the EU, OFAC, United Nations Security Council, but not limited to the above.

**“Purchase Price”** means the price paid by the Referred Purchaser for the Product via the Website.

**“Quinta”, “we”, “us”, “our”** means Quinta Pro LTD, a BVI business company.

**“Quinta Parties”** means Quinta, Affiliates, and their respective shareholders, directors, officers, employees, agents, advisors, supplier, licensors, contractors, successors, and assignees.

**“Ranking Schedule”** means the schedule provided herein outlining the rank names, number of referral lines, Referral Rewards amount, and requirements to achieve the rank.

**“Referral Link”** means the unique Referrer’s link generated via the Website.

**“Referral Materials”** means any marketing and promotional materials, such as badges, images, logos, videos, soundtracks, etc., which may be provided by us to Referrers for their use in their Referral Program activities.

**“Referral Program”** means Quinta Essentia Referral Program.

**“Referral Reward”** means a specific reward, which you can earn by participating in the Referral Program.

**“Referred Purchaser”** means a person, other than the Referrer themselves, who purchases the Product by following the Referral Link.

**“Referrers”** means a person participating in the Referral Program.

**“Refund”** means repayment of the Purchase Price to the Referred Purchaser.

**“Sub-Referrer”** means your Referred Purchaser who becomes a Referrer. Subject to the Ranking Schedule, the term shall also include the Sub-Referrers of such Sub-Referrers.

**“Terms”** means these Quinta Essentia Referral Program Terms and Conditions, together with all agreements and documents incorporated herein by reference, as may be amended from time to time.

**“Third-Party Content”** means any content, information, materials and items provided by any person, other than the Seller, or produced from third-party sources, including (i) the description of, links to or elements of the Third-Party Services, (ii) promotional materials and advertisements, (iii) any materials

and data other than the content available in the Materials, except for the information contained in the Materials that is sourced or obtained from third parties, etc.

**“Third-Party Services”** means any software, services, items, and solutions that are not provided by us, such as, for example, Wallets, Digital Assets, verification service providers, payment gateways, payment service providers, blockchain networks, delivery services, etc.

**“Wallet”** means a pair of public and private cryptographic keys which can be used to track ownership of, receive, manage, and spend Digital Assets on a blockchain network, which is used by you in connection with the Referral Program.

**“Website”** means the website available at <https://quinta.pro>.

**“you”, “your”** means a person accepting these Terms.

