# SERVICE AGREEMENT

This Agreement is entered into between you (hereinafter referred to as "Member") and HyperVerse and HyperTech Group (hereinafter referred to as "Vendor"). By accessing, downloading, using or clicking on "I agree" to accept any Services provided by Vendor (as defined below), you agree that you have read, understood and accepted all of the terms and conditions stipulated in this Agreement. This Agreement comprises this Service Agreement and incorporates by reference the attached Code of Conduct and Social Media Guidelines, all of which together comprise this Agreement (hereinafter referred to as "Agreement"). Vendor has agreed to provide services to the Member on the terms and conditions set out in this

Agreement, and Member considers that the Vendor has the proper and necessary qualifications, experience and abilities to provide services to Member.

Therefore, in consideration of the matters described above, the receipt and sufficiency of which consideration is hereby acknowledged, the Member and the Vendor agree as follows:

## 1. Scope of Work

The Vendor is to provide the Member with the following services (the "Services"):

- 1. Through the acquisition of a membership via the Member's computer or Internet compatible devices for the Member's personal/internal purposes, the Member shall be granted a membership which is revocable, limited, non-exclusive and non-transferable (other than as a result of the death of the member and any relevant will or probate processes in the member's country).
- 2. Vendor's Services herein are a membership, and the membership includes only education, membership rewards, and such optional products or services to which Vendor may introduce to Member, as specified below.
- 3. Vendor will provide educational resources such as text, graphics, photos, audio and video files, virtual live training, and documents for the Member. The educational resources provided shall be subject to availability, and shall focus primarily on cryptocurrency and blockchain education, terminologies and concepts, and the Member is expressly prohibited to use these resources for resale or commercial purposes. Beginner education resources begin at the 300 HU membership level, Intermediate education resources begin at the 500 HU membership level, and Advanced education resources begin at the 1000 HU membership level.
- 4. Provided that Member constantly complies with the express terms and conditions stated in this Agreement, Member shall receive rewards (hereinafter known as "HU") from the Vendor on a

periodic basis. The expected Rewards are estimated to be between 0.5% and 1% (as determined by Vendor in its sole discretion) of the Member's membership amount in HU, equivalent to USDT, per 24-hour period, to commence the day following membership acquisition based on Hong Kong Time. Memberships begin at a minimum of 300 HU, as exchanged from Member's 300 USDT, and come in increments of 300, 500 and 1000 HU and multiples therefore. As rewards are earned, they may be left on account, redeemed, or they may be used to obtain a fourth size of membership of 50 HU, known as a "rebuy" and available only from earned rewards. This will enable the Member to accumulate Rewards, acquire additional memberships at their discretion, or to redeem specified cryptocurrency tokens or vouchers through the Vendor's platform, or other third-party platforms as may be designated by the Vendor in its sole discretion.

5. At the sole discretion of the Vendor, the Vendor may introduce to the Member access to additional services beyond the education and membership rewards offered by HyperVerse, including other products and services of the HyperVerse or HyperTech Group or other thirdparty platforms which may include discounted pricing, preferential rates, and non-discounted access to other platforms. Member understands and agrees that these optional services are not a part of the membership, other than the membership includes awareness of such optional services. Member agrees that Vendor in this respect is merely providing introductions, and Vendor is not recommending any or all such optional products or services. Member understands and agree that Member's decision to proceed with such products and services is Member's own discretional decision and Member should have acquired independent professional advice in relation to the same. Vendor's introduction of these optional products or services to the Member is conditional upon Member satisfying all terms and conditions of those third parties, and Vendor makes no guarantee that Member can qualify. There is no guarantee that this type of introduction by the Vendor will be automatically supplied to the Member, and Member acknowledges that such services may require additional KYC, disclosures, applications and other requirements, and also may not be available in all countries. Member also agrees that one member's acceptance or rejection for additional services is not an affirmation or indication that Member may likewise be accepted.

#### 2. Terms of Service

Subject to the terms of this Agreement, these terms and conditions will remain in full force and effect until the completion of the Services.

## 1. Acquiring a Membership.

The Member shall acquire cryptocurrency on their own exchange or wallet and transfer the said cryptocurrency to the Member's own cryptocurrency wallet address inside the HyperVerse back office as provided by the Vendor for the purpose of exchanging it for HU. The cryptocurrency shall be chosen by Vendor in its sole discretion, and as of December 2021 it is USDT (Tether) and may be changed from time to time. Vendor is not in the exchange or wallet business nor in the business of providing financial guidance or advice in any way, nor is Vendor in the business of providing specific training or support regarding specific exchanges or wallets the Member may use to acquire their own cryptocurrency in their country.

#### 2. Member Services.

- Vendor shall make available the education and instructional content for Member to understand
   and execute operations as required to accomplish the Member's aims from the membership.
- Vendor shall issue a receipt based on the membership acquired by the Member. Receipt shall be sent to the Member's email address of record.
- Vendor shall generate Rewards for the Member in the amount of HU from 1.5X to 3X (as determined by Vendor in its sole discretion) of the Membership level acquired by the Member, depending on the membership package the Member acquires and the amount of HU acquired by the Member.

## 3. Limits of Membership.

Member understands that the cryptocurrency exchanged for HU is the exclusive property of the Vendor, and Member is only entitled to the membership and has no further entitlement to the original cryptocurrency exchanged for HU.

### 4. Vendor's Best Efforts.

The Membership is on a best effort basis and, like any project, there is a risk of loss of all funds and rewards. The world of cryptocurrencies is highly volatile, can involve risk of loss, and may not be suitable for all persons. Risks include but are not limited to: market risks, system risks, cybersecurity, transaction processing risks, regulatory risks, trading risks, risks or mistakes made by yourself, business failure, and others. Opinions, market data and recommendations are subject

to change without notice. Past results are not indicative nor a guarantee of future performance. Vendor seeks to mitigate risk by exclusively accepting USDT (Tether) as payment for membership. USDT (Tether) is considered a "stable coin" and historically has not been subject to the market volatility found with other cryptocurrencies. There is no recommendation by Vendor to acquire any membership, product or service. Members make their own decisions, based on Member's own due diligence. Vendor recommends each Member seek the advice of a suitably qualified professional before deciding, if Member is unsure.

# 5. Eligibility.

By registering to use a HyperVerse Account, Member represents and warrants that (i) as an individual, Member is at least 18 or is of legal age to form a binding contract under applicable laws; (ii) as an individual, or legal person, Member has full legal capacity and sufficient authorizations to enter into these Terms; (iii) Member takes responsibility and has determined that the acquisition of this membership is lawful in the country or territory in which the Member resides, and holds Vendor harmless for its decision to acquire this membership; (iv) Member has not been previously suspended or removed by Vendor for cause; (v) Member's use of Vendor's Services will not violate any and all laws and regulations applicable to Member; (vi) Member warrants that they have not and will not accept fiat currency for the purpose of providing USDT to someone else's membership account; (vii) if at any time Vendor discovers that Member is in violation of AML/CTF or other applicable laws, access to membership Rewards account may be restricted or blocked indefinitely or terminated, and Member may be reported for both criminal and civil penalties.

## 6. Know Your Customer (KYC) Requirements.

At the exclusive discretion of the Vendor, Member may be required to provide KYC information to the Vendor including but not limited to passport or national identity, photograph, date of birth, or other forms of identification. Member may also be required to provide information related to the source of the cryptocurrency used to exchange for the HU used to acquire the membership. Member also understands that optional services may and often do include separate KYC information and additional details.

#### 7. Recourse

The acquisition of a membership from the Vendor shall be with full acknowledgement that Vendor's activities are on a best-efforts basis and past performance is not a guarantee of future

performance. Member understands that Vendor's blockchain activities include multiple sources of revenue, historically generating in excess of the minimum of 0.5% per day per membership Rewards expected by Member. In the event that such activities by the Vendor fail to produce the minimum of 0.5% per day per membership Rewards expected by Member, the Vendor will ensure membership Rewards expectations are met by liquidating digital portfolios of the Vendor in excess of 100,000,000 USD as and when Vendor deems it necessary to meet such shortfall. 8. Independent Member.

Each party is acting independently under this Agreement. There is no employer / employee relationship. The parties agree that this Agreement does not create a joint venture or a partnership between them.

## 9. Notice.

All Vendor notices or updates or requests pertinent to the terms of this Agreement, including any required revisions, and/or enforcement action will be given in writing and delivered to the Member electronically via email address registered with Vendor or in the back office of the Vendor's membership site, or both, at Vendor's discretion. A general notice in the Vendor's back office as provided to each member is considered as a personal notice to the Member. All of Member's notices or requests or responses to the Vendor will be given in writing in English, and delivered to Vendor at compliance@thehyperfund.com.

#### 10. Time is of the Essence.

No extension or variation of this Agreement will operate as a waiver of this provision. Time is of the essence in this Agreement.

#### 11. Non-Refundable.

Member understands that once cryptocurrency has been sent to their Member wallet address provided by Vendor, and exchanged for HU, no refund is possible. Membership Rewards will be earned in accordance with this Agreement. Deposit of USDT to Member's wallet address provided by Vendor is acknowledgement of the nonreversible nature of that exchange and cannot be reversed.

# 12. Integration.

This Agreement contains the entire Agreement and understanding by and between the Member and the Vendor and no representations, warranties, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect.

#### 13. Choice of Law.

This Agreement and the performance under this Agreement and all suits and special proceedings under this Agreement, shall be held and construed in accordance with and governed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China (Hong Kong SAR).

## 14. Assignability and Severability.

Vendor may revise its corporate structure from time to time, and at its own sole and exclusive discretion assign the performance and fulfilment of some or all of the Services under this Agreement to another company under this group, whether education, rewards or otherwise. If Member is unhappy with such changes, Member may simply cease doing any rebuys and cease to be a member following the receipt of its last membership reward under this Agreement. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

## **CODE OF CONDUCT:**

This Code of Conduct is an integral part of this Service Agreement, and Member understands that any breach of this Code of Conduct is considered as a breach of this Service Agreement and can result in disciplinary action or even termination.

As a member of the HyperCommunity and as a user of the HyperVerse membership platform who is sharing the benefits of the Vendor's growth, there are some standards that the Member must uphold as a member of the platform and community. The HyperTech Group, including HyperVerse, has a commitment to innovate the blockchain industry, build great products and services, and attract loyal users. Respect for our users, for the opportunity, and for each other are foundational components to our success, and this is something we need to support every day.

Who Must Follow Our Code?

All members of the HyperCommunity who have either acquired an initial membership or a rebuy must follow this Code of Conduct.

# **Integrity**

Our reputation as a conglomerate of companies that people can trust is by far our most valuable asset. It is up to the community and our team to ensure that we continually earn that trust. If there is any suspicion of wrongdoing amongst our community members such as poaching members,

defamation, fraud or deception, money laundering, stacking of memberships to capture accelerated rewards to the detriment of the sponsor tree, abuse or other acts that violate laws or violation of best practices in the community toward our members and corporate team, we call upon the community members to inform the Vendor to help us uphold the highest integrity. If any such wrongdoing exists, and the Member has failed to maintain integrity, Member may have their account restricted until such activity is investigated and rectified.

## Competition

For those who are building a community or inviting other members to the opportunity, it is absolutely forbidden to pose as the Vendor or to use any of the Vendor's trademarked or copyrighted marketing materials, logos, or support channels to promote other businesses or to use any of the Vendor's trademarked or copyrighted marketing materials or logos in unapproved marketing efforts without express permission from Vendor. Member understands and agrees that it will never use the HyperVerse trademark or copyrighted materials, logos or other materials. Anyone found in violation of the above will receive one warning and any subsequent offenses may result in a permanent ban from the Vendor's support channels and membership and/or appropriate legal action, depending on the severity of the offense.

# Abuse or Misuse of the Referral Rewards Plan / Multiple Personal Accounts

For those who are building a community and seeking to rise in the ranks of HyperVerse, it must be clearly understood that the ranks of Expert, Professional, and VIP1-5 are accelerated rewards for building the Community. It is an abuse of the rewards plan to use your own multiple accounts to qualify for any of these ranks from the Vendor. Such use of your own accounts clearly is not building the Community, and Member can have no legitimate expectation of receiving Community building rewards for activity that is not actually community-building. It is also a clear standard in the networking community that if a member stacks multiple accounts beneath that member that are only theirs, they are earning rewards on themselves and they are depriving those above their original position of rewards that should be going to those uplines as accelerated rewards. It must be understood that anyone abusing the rewards plan with multiple accounts, either for the purpose of qualifying for rank in whole or in part, or stacking multiple memberships under their original membership, is violating this Code of Conduct and Service Agreement and any additional financial benefits should be returned to the Vendor. Also, multiple positions will be collapsed into a single original position owned by Member.

#### **Defamation**

Our community members who are actively benefiting from the HyperVerse platform are to uphold the Code of Conduct and are forbidden from publicly sharing any misleading or defamatory remarks about HyperVerse, the HyperCommunity, or any other companies/platforms owned by the HyperTech Group. This constitutes fair warning to all of our active and paid members.

Anyone found in violation of the above will receive one warning and a temporary account suspension for 1 week. A repeat offense will result in account termination without warning.

# Anti-money Laundering and Counter-terrorism Financing (AML/CTF)

By entering into the Privacy Policy and Service Agreement, Member undertakes that Member will not knowingly do anything to put Vendor in breach of any law in relation to Anti-Money Laundering and Counter-Terrorism Financing ("AML/CTF Laws"), including, but not limited to: acting as a money broker or related criminal activities, fake deposits, taking "fees" for helping prospective members become a member, or accepting fiat currency from individuals with whom you have no prior relationship. In no case should you accept fiat currency in exchange for USDT or other cryptocurrency, even for someone with whom you have a close family or personal relationship, in excess of the equivalent of 1,000 USDT without getting specific approval in advance from the HyperVerse Office of Compliance, which will not approve the same without full KYC and proof of source of funds. Member undertakes to notify Vendor if you are aware of anything that would put Vendor or Member in breach of the AML/CTF Laws. Likewise, if Member has been asked by a sponsoring member to make payments to that sponsoring member, that person should be reported to the HyperVerse Office of Compliance. Additionally, from time to time, Vendor may require further information and/or documentation to assist with this process.

# **Account Suspension and Termination**

For the avoidance of doubt, if an account is suspended, it will mean that the Member will not be able to withdraw or to make rebuys under the current plan.

If an account is terminated, it will mean that the Member's conduct has breached this Agreement, and all unaccrued benefits of membership, including any remaining payment of membership rewards, will be forfeited by the Member.

#### Conclusion

We at the HyperVerse and the HyperTech Group rely on our Community's and our corporate team's good judgment to uphold a high standard of integrity for ourselves and for the Vendor. We expect all of our corporate team and our Community members to follow the Code of Conduct to the letter. We do understand that sometimes, doing the right thing is not an easy call, so if you are unsure of what to do or need some guidance, please do not hesitate to consult our Community members or the management team for more clarity. The Compliance Office is also available for advice and questions.

# SOCIAL MEDIA GUIDELINES FOR COMMUNITY BUILDERS:

These Social Media Guidelines are an integral part of this Service Agreement, and Member understands that any breach of these Social Media Guidelines is considered a breach of this Service Agreement and can result in disciplinary action or even termination.

We at HyperVerse and the HyperTech Group are committed to ensuring our community builders are successful and providing the resources they need. When joining our community as a community builder, it is absolutely imperative to ensure that everything you are saying on social media is accurate and properly represents HyperVerse and the HyperTech Group.

To that effect, we have created these simple guidelines for everyone to help you and every member to grow the community effectively and in a compliant manner.

## DO:

- -Share your referral link or company-provided website with your social media contacts in private messages ONLY;
- -Refer to our official channels for message guidance;
- -Invite your social media contacts privately to our approved Corporate Presentations;
- -Answer legitimate questions (provided you know the answer) using the correct terminology for the HyperVerse membership;
- -Utilize your referrer or an Expert or above rank in your line of referral in HyperVerse to answer questions.
- -Refer to official guidance if you are in any way unsure;
- -Direct people to official HyperCommunity channels, presentations and FAQs if required.
- -Study the Vendor's official presentations and use official materials and the precise language approved by the Vendor to describe the Vendor and the associated companies of the Group.

#### DO NOT:

- -Make any public presentations without first being approved by the Office of Compliance of the Vendor, and only by using Vendor's pre-approved Standard Presentation materials.
- -Impersonate the HyperTech Group, HyperCommunity, HyperFund or HyperVerse trademark, name, logo or other official representations;
- -Share unofficial marketing materials or posts on social media outside of the official Facebook and Telegram Groups (without explicit written permission from Vendor);
- -Use the Vendor's brand or logo in profile imagery (without explicit written permission from Vendor);
- -Use the Vendor's brand, name or logo on personal social media accounts, personal web domains, OR hosted group chats (without explicit written permission from Vendor);
- -Post or make income claims of any kind;
- -Allow abusive or defamatory comments on your posts;
- -Post misleading or inaccurate information;
- -Post defamatory comments about HyperVerse, HyperCommunity, HyperTech Group, HyperFund,

HyperMining, HyperPay, Blockchain Global, Collinstar Capital, or parts of the HyperTech Group, or Vendor's Community members;

-Promote products from a rival organization to known affiliate partners;

Please take action as soon as possible if necessary.

The publication of this Agreement constitutes fair warning to all HyperCommunity/HyperVerse Community Builders who are in current violation of these guidelines. Member must take immediate action to rectify any shortcomings or violations.

Anyone found in violation of these rules relating to Social Media by our Compliance team or other affiliates may be subject to warning and subsequent termination or blacklist upon repeat violations.

Now that you know what to do and what not to do, it's time to get out there and use social media in a clean and effective way to help us build the world's strongest blockchain community.

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All of the above Services Agreement, Code of Conduct, and Social Media Guidelines comprise the Agreement, effective as stated.