Terms of Service

of

CBPAY Global

1.INTRODUCTION

Welcome to CBPAY.Global, these Terms of Service ("Terms", "Terms of Service")	rvice") govern
your use of our web pages located at this link operated by CBPAY Global.	

Our Privacy Policy also governs your use of our Service and explains how we collect,
safeguard and disclose information that results from your use of our web pages. Please
read it here:

Your agreement with us includes these Terms and our Privacy Policy ("Agreements").

You acknowledge that you have read and understood Agreements, and agree to be bound of them.

If you do not agree with (or cannot comply with) Agreements, then you may not use the Service, but please let us know by emailing at support@cbpay.global so we can try to find a solution.

These Terms apply to all visitors, users and others who wish to access or use Service. Thank you for being responsible.

2.SERVICE DESCRIPTION

CBPAY.Global is a blockchain-based payment and reward ecosystem built on XDBCHAIN.

The platform enables various stakeholders (users, merchants, recruiters, influencers, sponsors) to participate in a tokenized economy with revenue sharing based on ecosystem activity.

The system creates a self-sustaining economy where all participants benefit from network growth and activity through a sophisticated reward distribution mechanism.

Access to the ecosystem is via the following link and after registration by Sign up process.

2.1 Sign up process requires:

Ш	emaii address
	password
	referral code if available

System detects if the email is new or returning. The following information is collected during account creation: ☐ User Type, Users select their role in the ecosystem: a) Power User (for individual participants) b) Visionary Merchant (for business owners) ☐ Country selection to localize the experience ☐ Additional Information Collection (Customization) ☐ User preferences regarding cryptocurrency o Interest in different platform features o Personalization of the experience ☐ FeedbackCollection ☐ How the user discovered the platform ☐ User's vision for financial innovation/Suggestions for platform improvement With subsequent verification of the email address, allows you to: 1) access the platform, 2) view the accessible services, 3) receive and claims rewards of CBPAY and TCBPAY tokens, 4) share your referral code.

The possibility of receiving funds and crypto-assets from third parties with respect to the CBPAY.Global ecosystem is accessible following the account verification that the user can perform through the "**Upgrade your account**" section in order to offer a service in full compliance with the provisions in the AML, fight against terrorism and compliance with the Travel Rule discipline (Regulation (EU) 2023/1113).

2.2 New User Onboarding

Users can register through a referral code or without

A) NewUser (No Referral Code)

- 1. User completes the onboarding process
- 2. User receives a Signup Locked Airdrop (claimable during phase2)
- 3. User receives a New User Rewards Booster (2x) valid for:
- o 1 month from signup, OR
- o Up to 5 rewards (whichever comes first)
- 4. User gets their own referral code to share.

B) New User (With Referral Code)

- 1. User completes the onboarding process using a referral code
- 2. User receives a Signup Locked Airdrop (claimable during phase2)
- 3. User receives a New User Rewards Booster (2x) valid for:
- o 1 month from signup, OR
- o Up to 5 rewards (whichever comes first)
- 4. User receives an additional Ref-code Use Reward
- 5. The referring user receives a referral bonus

2.3 User Level Progression on the CBPAY.Global Platform

$\textbf{Regular User} \rightarrow \textbf{Recruiter} \rightarrow \textbf{Influencer} \rightarrow \textbf{Ambassador}.$

Based on the user's involvement on the platform, the type and amount of activities performed, the user can acquire one of the following roles called TIER:

TIER: Regular User: Base tier for all new users

- Basic reward structure
- Can refer other users

TIER: Recruiter: Upgraded tier for active referrers

- Enhanced reward percentages
- Additional features for managing referrals

TIER: Influencer Qualification:

- Achieved by inviting many new referred users
- Grants boosted engagement, bonuses, and access to additional utilities and services
- Higher percentage of rewards from referred users' activities

TIER: Ambassador Qualification (TopTier):

- Achieved by inviting many more referred users or merchants
- Merchant referrals are weighted more heavily based on their annual income
- Significantly boosts engagement, rewards, and ecosystem visibility o Maximum percentage of rewards from referred users' activities
- Exclusive features and benefits

2.4 Sponsor Engagement

Sponsors can create various engagement opportunities:

1. Sponsors apply to create events, campaigns, or quests

- 2. These activities engage the ecosystem community
- 3. Every sponsor action triggers ecosystem rewards:
 - 20% goes to the processor
 - 80% is distributed to:
- I) Referral users and their bonuses
- II) The entire community based on locked token balances

2.5 Ecosystem Transaction Events and Rewards

Each time a transaction or event occurs in the ecosystem, it triggers the reward distribution mechanism:

- A) When a Referred User Performs a Transaction
- Transactions include: token swaps, payments, event participation, NFT buying/selling, referring new users
- The direct referrer receives a percentage of the reward
- The percentage depends on the referrer's tier (regular user, recruiter,influencer, ambassador)
- Boosters and bonuses can multiply the reward amount
- B) PaymentProcessing

When a merchant processes a payment:

- 20% of the fee goes to the payment gateway
- 80% is distributed as follows:
- I) A portion goes to the direct referrers based on their tier and any active boosters/bonuses
- II) The remainder is distributed to the entire ecosystem based on each user's staked/locked token balance

3. REWARD MECHANICS CONNECTED TO THE SYSTEM AND RELATED SERVICES

3.1 Reward Types

- 1. Onboarding Rewards: Initial airdrop for joining the platform
- 2. Referral Rewards: Bonuses for inviting new users
- 3. Activity Rewards: Distributed based on ecosystem participation
- 4. Merchant Rewards: Incentives for processing payments
- 5. Ecosystem Distribution: Small proportion of all fees distributed to all users

3.2 Boosters and Multipliers

- 1. New User Booster: 2 x rewards for first month or first 5 rewards
- 2. Tier Boosters: Increasing reward percentages based on user tier

- 3. Staking Boosters: Higher rewards based on staked/locked token amount
- 4. Special Event Boosters: Limited-time multipliers during promotional periods

3.3 Revenue Share Model

Every action that generates fees within the system triggers the reward distribution:

- 1. Payment Processing: Fee on each transaction
- 2. New User Registration: Through referral
- 3. Merchant Onboarding: When a new merchant joins
- 4. NFT Sales: Percentage of sale price
- 5. Trading Fees: Small percentage of each trade
- 6. Sponsor Events: Fees from sponsored activities and promotions

3.4 General Reward Distribution Logic

The reward engine processes events and distributes rewards proportionally:

- 1. Direct Referrer: Receives the largest portion (e.g.,40-50%)
- 2. Merchant (if involved): Receives a significant portion (e.g.,20-30%)
- 3. Ecosystem Users: Receive small portions distributed across all active users based on their staked/locked balance.

3.5 Active Achievements: Referral Achievements

The achievement system is designed to recognize both initial participation and long-term commitment to growing the ecosystem, with increasingly valuable rewards for higher referral numbers.

The platform currently offers the following achievements based on the number of referrals:

REF_COUNT1 - First Steps 3: Earned after your first successful referral

REF_COUNT3 - Referral Starter 🕈 : Earned after 3 successful referrals

REF_COUNT5 - Network Builder 🥈: Earned after 5 successful referrals

REF_COUNT8 - Social Sharer 🕇 : Earned after 8 successful referrals

REF_COUNT10 - Double Digits 🥇: Earned after 10 successful referrals

REF_COUNT15 - Rising Star +: Earned after 15 successful referrals

REF_COUNT20 - Regular Trouper *: Earned after 20 successful referrals

REF_COUNT25 - Quarter Century **: Earned after 25 successful referrals

REF_COUNT30 - Referral Expert 3: Earned after 30 successful referrals success

REF_COUNT40 - Forty Club ... Earned after 40 successful referrals

REF_COUNT50 - Recruiter Entrance T: Earned after 50 successful referrals

4. WALLET MANAGEMENT

4.1 Address Management

Display of public wallet address

Copy function for easy sharing

QR code generation for receiving payments

XDBCHAIN network indicator

4.2. Balance Display

CBPAY token balance with USD equivalent

Indication of locked/unclaimed rewards

XDB native token balance

Other supported cryptocurrency balances

4.3 Reward Claim Interface

Clear display of claimable rewards

Claim button with unlock status indicator

Information about reward origin and conditions1

4.4 Transaction History

o Chronological list of all wallet activities o Categorization by transaction type:

Referral rewards

Payment rewards

Merchant referral bonuses

NFT sale rewards

Amount and date for each transaction

Positive amount indicators for incoming transactions

4.5 Payment and Trading Functions

Send cryptocurrency to other users

Receive payments via address or QR code o Trading interface for token exchanges USD settlement options for stability

5. REFERRAL SYSTEM

The referral system is a core component of the CBPAY ecosystem, incentivizing network growth and rewarding user participation.

5.1 ReferralFeatures

1. ReferralCodeManagement

Unique referral code generation

Copy and share functionality

Social sharing integration

Tracking of code usage

2. Referral Statistics

Total number of successful referrals

Total CBPAY earned from referrals

Breakdown by user type (regular users vs. merchants)

3. Tier Progression Tracking

Visual progress indicator toward next tier

Current tier highlight (Recruiter, Influencer, Ambassador)

Clear display of requirements for advancement

Benefits overview for each tier level

4. Referral History

Chronological list of referred users

Reward amount for each referral

Special indicators for high-value referrals (merchants)

Date of each successful referral

5. PromotionalTools

Pre-designed social media posts

Shareable invitation links

Performance tracking for different channels o Customizable referral messages

6. COMMUNICATIONS

By creating an Account on our Service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or by emailing at: support@cbpay.global

7. CONTENT

We reserve the right to terminate the account of anyone found to be infringing on a copyright. You retain any and all of your rights to any Content you submit, post or display on or through Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third party posts on or through Service. However, by posting Content using Service you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through Service. You agree that this license includes the right for us to make your Content available to other users of Service, who may also use your Content subject to these Terms.

CBPAY Global has the right but not the obligation to monitor and edit all Content provided by users. In addition, Content found on or through this Service are the property of CBPAY Global. or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

8. PROHIBITED USES

You may use Service only for lawful purposes and in accordance with Terms.

You agree not to use Service:

- in any way that violates any applicable national or international law or regulation. For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise. To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter," "spam," or any other similar solicitation.
- to impersonate or attempt to impersonate Company, a Company employee, another user, or any other person or entity. In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
- to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of Service, or which, as determined by us, may harm or offend Company or users of Service or expose them to liability.

Additionally, you agree not to: Use Service in any manner that could disable, overburden, damage, or impair Service or interfere with any other party's use of Service, including their ability to engage in real time activities through Service. Use any robot, spider, or other automatic device, process, or means to access Service for any purpose, including

monitoring or copying any of the material on Service. Use any manual process to monitor or copy any of the material on Service or for any other unauthorized purpose without our prior written consent. Use any device, software, or routine that interferes with the proper working of Service. Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of Service, the server on which Service is stored, or any server, computer, or database connected to Service. Attack Service via a denial-of-service attack or a distributed denial-of-service attack. Take any action that may damage or falsify Company rating. Otherwise attempt to interfere with the proper working of Service.

9. COOKIES

We use cookies and similar tracking technologies to track the activity on our Service, and we hold certain information.

10.STORAGE AND TRANSFER OF DATA

We store the personal information you provide us on secure servers, which are protected by industry-standard security measures. Your data may also be stored on secure third-party servers or cloud-based systems which adhere to our data security standards.

Your information, including Personal Data, may be transferred to – and maintained on – computers located outside of your state, province, country, or other governmental jurisdiction where the data protection laws may differ from those of your jurisdiction. If you are located outside the United Europe and choose to provide information to us, please note that we transfer the data, including Personal Data, to the UE and process it there. Your consent to this Privacy Policy, followed by your submission of such information, represents your agreement to that transfer.

CBPAY Global will take all the steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy, and no transfer of your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.

If you remain dissatisfied, then you have the right to apply directly to your local data protection authority. You can find the list at:

https://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm

11. ANALYTICS

We may use third-party Service Providers to monitor and analyze the use of our Service. Google Analytics Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualise and personalise the ads of its own advertising network.

For more information on the privacy practices of Google, please visit the Google Privacy Terms web page: https://policies.google.com/privacy?hl=en We also encourage you to review the Google's policy for safeguarding your data: https://support.google.com/analytics/answer/600424

12. NO USE BY MINORS

Service is intended only for access and use by individuals at least eighteen (18) years old. By accessing or using any of Company, you warrant and represent that you are at least eighteen (18) years of age and with the full authority, right, and capacity to enter into this agreement and abide by all of the terms and conditions of Terms. If you are not at least eighteen (18) years old, you are prohibited from both the access and usage of Service.

13. ACCOUNTS

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on Service. You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account. You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene. We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

14. INTELLECTUAL PROPERTY

Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of CBPAY Global and its licensors. Service is protected by copyright, trademark, and other laws of the UE and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of CBPAY Global.

15. COPYRIGHT POLICY

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on Service infringes on the copyright or other intellectual property rights ("Infringement") of any person or entity.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to support@cbpay.global, with the subject line: "Copyright Infringement" and include in your claim a detailed description of the alleged Infringement as detailed below.

You may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through Service on your copyright.

16. OUR OBLIGATIONS

Links To Other Web Sites

Our Service may contain links to third party web sites or services that are not owned or controlled by CBPAY Global.

CBPAY Global has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services.

We do not warrant the offerings of any of these entities/individuals or their websites.

YOU ACKNOWLEDGE AND AGREE THAT COINBAR. SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH USE OF OR RELIANCE ON ANY SUCH CONTENT, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY SUCH THIRD PARTY WEB SITES OR SERVICES. WE STRONGLY ADVISE YOU TO READ THE TERMS OF SERVICE AND PRIVACY POLICIES OF ANY THIRD PARTY WEB SITES OR SERVICES THAT YOU VISIT.

16.2 DISCLAIMER OF WARRANTY

THESE SERVICES ARE PROVIDED BY COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THEIR SERVICES, OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED THEREIN. YOU EXPRESSLY AGREE THAT YOUR USE OF THESE SERVICES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED FROM US IS AT YOUR SOLE RISK. NEITHER COMPANY NOR ANY PERSON ASSOCIATED WITH COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ANYONE ASSOCIATED WITH COMPANY REPRESENTS OR WARRANTS THAT THE SERVICES, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVICES OR OTHER

HARMFUL COMPONENTS OR THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

17. CONTACT US

If you have any inquiries regarding this Privacy Policy, please feel free to contact us via email at support@cbpay.global

CBPAY Global

Effective date: 08/01/2025