

Terms and Conditions

XERAPRO



Terms & Conditions

Last Update: August 2024

These Terms and Conditions (“**Terms**”) constitute a legally binding agreement between you (“**User**”, “**your**” “**you**”) and XERAPRO (“**XERAPRO**”, “**we**”, “**our**”). These Terms govern your access to and use of our Services made available to you through the Platform (“**Platform**”).

By registering and/or accessing to the Platform you agree that you have read, understood, and accepted these Terms. In addition to these Terms, please be aware that certain aspects of our services are governed by supplementary terms and conditions (“**Supplementary Terms**”). These Supplementary Terms are an integral part of these Terms. You acknowledge and agree to be bound and comply with these Terms (i.e., the Terms and the Supplementary Terms), which may be updated and amended from time to time at the sole discretion of XERAPRO. If you disagree, you must not access nor register into the Platform.

These Terms may be made available in several languages; all versions are legally binding, but in the event of inconsistency between the English version and a translated version, the English version prevails.

GENERAL DISCLAIMER

XERAPRO is an affiliate marketing company that helps companies promote their products and services through referral programs.

XERAPRO does NOT sell or distribute any products or services.

XERAPRO does NOT offer or carry out any financial service such as trading, arbitrage, virtual assets selling, or buying, nor is an investment opportunity.

Please read our Risk Warning prior to engage with any Product Partner or Service Partner.

PLEASE READ THESE TERMS CAREFULLY AS THEY INCLUDE A CLASS ACTION WAIVER (CLAUSE 17)

1. XERAPRO

1. XERAPRO is an affiliate marketing company that helps companies promote their products and services through referral programs.
2. XERAPRO allows its Users to join its Rewards Plan, where Users become Independent Marketing Affiliates (“**IMA(s)**”), enjoying “refer-to-earn bounties” such as benefits, bonuses, incentives, earnings, and third benefits agreed between XERAPRO and its Product Partners and Service Partners. IMAs must adhere to a strict code of conduct or “IMAs Agreement” in order to participate in the Rewards Plan.
3. XERAPRO services are made available to you through the Platform, as instructed by its Products Partners and Service Partners.
4. XERAPRO is not a virtual assets service provider. XERAPRO does not:
 - i. Provide custodial services.
 - ii. Participate in any staking mechanisms.
 - iii. Participate in the transfer of virtual assets.
 - iv. Participate in the exchange between one or more forms of virtual assets.
 - v. Participate in the exchange between virtual assets and fiat currencies, including the exchange between virtual currencies and fiat currencies.

- vi. Participate in the safekeeping and/or administration of virtual assets or instruments enabling control over virtual assets, including custodian wallet services.
5. XERAPRO limits its activities to the creation of referral programs and marketing content (“Services”). All additional products and services are provided by our Product Partners and Service Partners.

2. TERMS AND SUPPLEMENTARY TERMS

1. These Terms, with a correlative meaning for “Terms and the Supplementary Terms” constitute the entire agreement between you and XERAPRO relating to your access to and use of our Services made available to you through the Platform.
2. You acknowledge and agree to be bound and comply with these Terms (i.e., the Terms and the Supplementary Terms), which may be updated and amended from time to time at the sole discretion of XERAPRO.
3. The Supplementary Terms shall be understood as the following:
 - i. Privacy and Cookies Policy.
 - ii. Risk Warning.
 - iii. Tax Declaration Disclaimer.
 - iv. Rewards Plan.
 - v. Independent Marketing Affiliates Agreement.
4. These Terms are designed for the sole benefit of the parties involved and are not meant to grant third-party beneficiary rights to any other individual or organization.

3. ELIGIBILITY

1. To be eligible access to the Platform, the User must be at least 18 years old or older, possessing legal capacity and the requisite authority to agree to these Terms, or a legal entity in good standing with the necessary authorization and/or licenses to enter into these Terms.
2. The Platform availability vary by to country. The Platform is operated by XERAPRO in compliance with the relevant local laws and regulations of the relevant jurisdiction where it operates. XERAPRO maintains the right to select the countries in which to operate and may restrict, limit, suspend or deny access or usage of the Platform in certain countries at any time. XERAPRO may amend or suspend part of whole of any APIs, applications, customer support, software, tools, features, or functionalities in the Platform dependent on the countries and the changes of the laws or regulations in a relevant country or for any reason without prior notice or liability.
3. User represents and warrants that is NOT a citizen or resident of the United States of America, Cuba, Iran, North Korea, Syria or from countries that are affected by an EU or UAE embargo and that is NOT included in a Sanction list such as the OFAC Sanctions list. Citizens, residents or entities of the beforementioned countries (“**Restricted Countries**”) are not allowed to use the Platform, nor purchase any product or services through our Services.
4. Eligibility requirements for accessing the products and services provided by our Product Partners and Service Partners may vary. Users should carefully review and comply with their specific terms and conditions. It is the User's responsibility to ascertain their eligibility. XERAPRO does not assume liability for any disparities in eligibility criteria.

4. PLATFORM

1. XERAPRO is an ecosystem. XERAPRO is also a community where you can engage with third Users and share your passions.
2. XERAPRO is committed to creating a respectful and inclusive environment for all Users.
3. XERAPRO has zero tolerance for harassment in any form. By using the Services made available through the Platform, Users agree to the following guidelines ("**Community Guidelines**"):
 - i. Treat other Users with respect and kindness at all times.
 - ii. Respect the privacy of other Users, do not ask other Users for any kind of personal information, and do not disclose any sensitive data.
 - iii. Do not engage in unethical or misleading activities.
 - iv. All communications must be clear, balanced, impartial and not misleading.
 - v. Comply with all applicable laws, as well as these Community Guidelines.
 - vi. Do not share or link anything illegal or disrespectful.
 - vii. Do not advertise any products or services unless expressly authorized, included as marketing material or marketing tool, or provided XERAPRO, our Product Partners or our Service Partners.
 - viii. Refrain from posting non-related XERAPRO content or content that does not align with our community's values.
 - ix. Do not share or link unauthorized intellectual property, nor violate third-party rights.
 - x. Do not conduct any other actions deemed unfair, deceptive, untrue, misleading, harmful or detrimental to XERAPRO or XERAPRO's reputation.
4. If any User violates these Community Guidelines, we will promptly take necessary action to ensure the safety and well-being of all other User. This could involve issuing a warning, implementing a temporary timeout, or ultimately banning the User from the Platform.
5. We are committed to maintaining a transparent, ethical, and supportive environment. Our community and its operations strictly adhere to these Community Guidelines to ensure that every member benefits from a fair and rewarding experience. If any User encounters or observes any behavior that goes against our Community Guidelines, please reach out to us. All reporting will be handled discreetly.

5. ACCOUNT SETUP

1. To register in the Platform, Users are required to complete the registration procedure through 2Access ("**2Access**"). 2Access is a Service Partner that operates as a unified single sign-on platform ("**SSO**") enabling Users to access the Platform, as well as to access to the products and services of our Product Partners and Service Partners. Please review the terms and conditions of 2Access before registering.
2. XERAPRO is an affiliate marketing company that helps companies promote their products and services through a referral program. This referral program is executed through the SSO.
3. To register into the Platform, you need a referral link from 2Access. The person who sent the referral link will become your official sponsor upon your registration in the Platform. This sponsor or "IMA" is a User that participates in our Rewards Plan, and may receive certain benefits and/or refer-to-earn rewards from any purchases you may make.
4. Upon the registration through 2Access, all Users will be subjected to a specified onboarding process designed to facilitate its internal onboarding experience.
5. When registering through the SSO of 2Access, please make sure that you comply with these Terms. The account of those citizens, residents or entities of the Restricted Countries who choose to register in the Platform through false information and third circumvention tools such as virtual private networks will be terminated with immediate effect.

6. The Platform is operated by XERAPRO in compliance with the relevant local laws and regulations of the relevant jurisdiction where it operates. The registration on behalf of any third party is strictly prohibited.
7. To conduct certain activities, either with XERAPRO, our Product Partner and/or Service Partners, User may be required to confirm their identity (KYC) to ensure that is the rightful account owner, and/or to ensure that is not a citizen, resident or entity of the Restricted Countries.
8. Please be aware that interruptions to your access and usage of the Platform may occur for various reasons, such as equipment malfunctions, regular maintenance and updates. User irrevocably and unconditionally agrees and accepts that these interruptions, regardless of their nature, are essential for the ongoing development of the Platform.

6. PRODUCT PARTNERS, SERVICE PARTNERS AND THIRD PARTIES

1. Our Services are made available to you, on a subscription basis, through the Platform and our social media channels (i.e., marketing content). The products and services of our Product Partners and Service Partners will be provided directly by them, within the Platform or outside the Platform, at their own discretion.
2. Access to the products or services of our Product Partners and Service Partners may be change from time to time, at XERAPRO our Product Partners and Service Partners discretion.
3. XERAPRO does not accept any liability for the content of external websites linked to the Platform, nor can we guarantee the technical availability, quality, reliability, accuracy, scope, truth, validity, or legality of the information found on these external sites.
4. XERAPRO does not accept any liability for the products and services offered by our Product Partners and Service Partners, nor can we guarantee the technical availability, quality, reliability, accuracy, scope, truth, validity, or legality of the products and services offered by our Product Partners and Service Partners.
5. Unless expressly indicated otherwise, the inclusion of external links does not indicate any form of partnership or collaboration with the linked entities.
6. XERAPRO does not have control over the content, privacy policies, or practices of third-party websites from our Product Partners, Service Partners or third parties, and we do not assume any responsibility for them.

7. INTELLECTUAL PROPERTY

1. Unless expressly indicated otherwise, all content, materials, logos, trademarks, and any other intellectual property, registered or unregistered, provided by XERAPRO for promotional purposes remain the exclusive property of XERAPRO.
2. You shall not modify, alter, reproduce, distribute, or create derivative works based on the provided intellectual property without prior written consent from XERAPRO.
3. Unauthorized use of XERAPRO's intellectual property, as well as any infringement upon the intellectual property rights of others in the course of interacting and or engaging with the referral program, is strictly prohibited. Such actions may result in the termination of your participation in our Services and potential legal consequences.



8. INDEMNIFICATION

1. You hereby irrevocably and unconditionally agree, to the fullest extent permitted by applicable law, to indemnify, defend, and hold harmless XERAPRO, its respective directors, consultants, advisors, officers, shareholders, assigns, employees, agents, administrators, and attorneys, from any and all liabilities and legal obligations, manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts (express, implied in fact, or implied by law), agreements, promises, claims, set offs, rights and claims for indemnity and/or contribution, refunds, overpayments, demands, damages, losses, costs, or expenses, of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, arising from or related to (i) any breach of these Terms, (ii) any violation of third-party rights, (iii) any unauthorized use of intellectual property, and (iv) any negligence or willful misconduct on your part.
2. By registering in the Platform, you confirm to understand the indemnification terms and obligations outlined in this clause. You acknowledge that XERAPRO's reliance on your compliance with these terms is essential for its proper compliance with any and all applicable laws.



9. LIMITATION OF LIABILITY

1. You acknowledge and agree that your participation in our Services is voluntary, and you assume full responsibility for any risks or consequences associated with your actions.
2. You hereby irrevocably and unconditionally agree to release XERAPRO, its respective directors, consultants, advisors, officers, shareholders, assigns, employees, agents, administrators, and attorneys, from any and all liabilities and legal obligations, manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts (express, implied in fact, or implied by law), agreements, promises, claims, set offs, rights and claims for indemnity and/or contribution, refunds, overpayments, demands, damages, losses, costs, or expenses, of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, related to any losses you may experience from your non-compliance with these Terms, as well as any dispute with other Users, IMAs, Product Partners and/or Service Partners. This release is irrevocable and unconditional.



10. DISCLAIMERS

1. YOUR ACCESS TO THE PRODUCTS AND/OR SERVICES OFFERED BY OUR PRODUCT PARTNERS AND SERVICE PARTNERS IS AT YOUR OWN RISK.
2. THE USER ACKNOWLEDGES AND AGREES THAT THE SERVICES MADE AVAILABLE THROUGH THE PLATFORM ARE GIVEN ON AN "AS IS" AND "AS AVAILABLE" BASIS. XERAPRO EXPRESSLY DISCLAIMS ANY WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED.
3. XERAPRO DOES NOT MAKE ANY WARRANTY OR REPRESENTATION REGARDING WHETHER THE PRODUCTS AND/OR SERVICES OFFERED BY OUR PRODUCT PARTNERS AND SERVICE PARTNERS WILL MEET YOUR REQUIREMENTS, BE AVAILABLE, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE.
4. XERAPRO SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE INCURRED BY THE USER FROM ANY INFORMATION CONTAINED ON THE PLATFORM PROVIDED BY THE PRODUCT PARTNERS AND SERVICE PARTNERS.
5. NO INFORMATION OBTAINED FROM THE PLATFORM OR OUR SOCIAL MEDIA CHANNELS WILL CREATE ANY WARRANTY OR REPRESENTATION.

11. MODIFICATIONS

1. We are continuously working to develop and enhance the Services made available to you through the Platform. XERAPRO reserves the right to amend, limit access to, or terminate at any time and without notice any and/or all of the functionalities and Services offered in the Platform.
2. We reserve the right to unilaterally, at any time without notice, amend or update from time to time at the sole discretion of XERAPRO these Terms or any of the legal documentation associated to these Terms and/or the use of the Platform. Your continued use of the Services made available to you through the Platform after any of such amendments or updates constitute your understanding, acceptance and consent on the amended or updated Terms.

12. TERMINATION

1. You acknowledge and agree that your participation in our Services is voluntary, and you assume full responsibility for any risks or consequences associated with your actions.
2. You hereby irrevocably and unconditionally agree to release XERAPRO, its respective directors, consultants, advisors, officers, shareholders, assigns, employees, agents, administrators, and attorneys, from any and all liabilities and legal obligations, manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts (express, implied in fact, or implied by law), agreements, promises, claims, set offs, rights and claims for indemnity and/or contribution, refunds, overpayments, demands, damages, losses, costs, or expenses, of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, related to any losses you may experience from your non-compliance with these Terms, as well as any dispute with other Users, IMAs, Product Partners and/or Service Partners. This release is irrevocable and unconditional.
3. Your participation in the Services made available to you through the Platform and the termination of such participation is subject to the terms and conditions outlined below:
 - i. Your involvement in our Services is voluntary and can be terminated by you at any time by providing written notice to XERAPRO.
 - ii. XERAPRO reserves the right to terminate unilaterally your participation in the Services if you breach these Terms.
4. XERAPRO may, at its discretion, unilaterally terminate your participation in the Platform and/or our Services at any time, without notice, with immediate effect in the event of breach of these Terms.
5. XERAPRO may, at its discretion, unilaterally terminate your participation in the Platform and/or our Services at any time for reasons including, but not limited to (i) changes in business strategy, (ii) modifications to the Platform, (iii) violation of intellectual property rights, (iv) overcoming legal requirements, or (v) any other reason deemed necessary by XERAPRO.
6. Upon termination, Users and/or IMAs must cease all activities related to the Platform and Services and refrain from further use of XERAPRO's intellectual property. Any rewards or benefits earned up to the date of termination will be subject to the terms outlined in the Rewards Plan.
7. Termination of your participation in the Platform and/or our Services shall not affect the survival of certain clauses, including but not limited to the intellectual property rights of XERAPRO, indemnification, and limitation of liability clauses, which shall continue to be in effect after termination.

13. NOTICES

1. All notices or other communications shall be sent via email to support@xerapro.freshdesk.com. Such notices will be considered received on the day of sending if the email is received in its entirety on a business day, and on the next business day if the email is sent on a weekend or public holiday.
2. The language of communication between the IMA and us will be English.

14. WAIVER

1. The failure of XERAPRO to exercise any right as stated in these Terms shall not be deemed a waiver of XERAPRO's right to demand strict compliance with these Terms. A waiver by XERAPRO of any breach of any provision of these Terms shall not constitute a waiver of any prior, concurrent, or subsequent breach.

15. SEVERABILITY

1. If any provision of these Terms are determined by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be either eliminated or limited to the minimum extent necessary so that the remaining provisions of these Terms will remain in full force and effect.

16. FORCE MAJEURE

1. We shall not be held liable if we fail to comply with these Terms due to circumstances beyond our reasonable control. In no event shall XERAPRO be responsible for inaccuracies, errors, delays, omissions, service disruptions, or interruptions in the Services, whether in transmission or delivery of information as required by these Terms. Such circumstances include but are not limited to, forces beyond the reasonable control of XERAPRO, such as governmental actions, regulatory developments, acts of terrorism, war, fires, disruptions in telecommunications or internet services, network provider issues, software malfunctions, network-wide compromises, hacking, strikes, labor disputes, accidents, civil or military disturbances, or any catastrophic events.

17. DISPUTE RESOLUTION, JURISDICTION, GOVERNING LAW AND CLASS ACTION WAIVER

1. Parties to these terms agree to resolve any disputes promptly and in an efficient manner within 30 (thirty) days after the dispute arises.
2. The courts of the British Virgin Islands (BVI) are to have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms.
3. These Terms shall be governed by and construed under the laws of the British Virgin Islands (BVI). THE APPLICATION OF THE UNITED NATIONS CONVENTION OF CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED.
4. USER AGREES TO BRING CLAIMS AGAINST XERAPRO ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR CLASS-WIDE ARBITRATION OR PRIVATE ATTORNEY-GENERAL ACTIONS OR ANY OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY. Unless expressly agreed by the Parties in writing with a notarized agreement, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.



18. CONTACT US

1. In the event of any comments, questions, inquiries, or complaints regarding these Terms, the User has the right to submit questions and/or concerns to support@xerapro.freshdesk.com.

