



By using, accessing, ordering services, buying/selling packages ("Offerings"), downloading documents, buying/selling memberships from TSG International ("TSG") or our affiliate companies' Website or Channels ("Site"), you hereby agree to be bound by all the following terms and conditions:

TERMS AND CONDITIONS ("T&C")

1. MODIFICATIONS

We reserve the right at any time to:

- a. Change the terms and conditions of this Agreement.
- b. Enhance, add to, modify or discontinue the Site or other Offerings, or any portion of the Site or other Offerings, at any time in our sole discretion. From time to time, we reserve the right, in our sole discretion, to modify, update, add to, discontinue, remove, revise or otherwise change any portion of this T&C, in whole or in part, at any time. For changes to this T&C that we consider to be material, we will place a notice on the Site by revising the link on the homepage to read substantially as 'Updated Terms of Use' for a reasonable amount of time. If you provide information to us, access or use the Site or participate in any Offering in any way after this T&C has been changed, you will be deemed to have read, understood and unconditionally consented to and agreed to such changes. The most current version of this T&C will be available on the Site and will supersede all previous versions of this Agreement.

2. USE OF SITE

You must obtain access to the Internet and pay any service fees associated with such access to use the Site. In addition, you must provide all equipment necessary for you to access the Internet. You are and will remain solely responsible for the purchase, hookup, installation, loading, operation and maintenance of any hardware, software, telephone (cable or other) service, and the Internet access service to your personal computer and for all related costs. You are solely responsible for scanning your hardware and software for computer viruses and other related problems before you use them.

We expressly disclaim any liability or responsibility for any errors or failures relating to the malfunction or failure of your hardware or software in connection with the use of the Site or Offerings. Unless otherwise specified, TSG, its affiliates and subsidiaries Sites are for your personal use. You may not modify, copy, distribute, transmit, display, reproduce, publish, license, create derivative works from, transfer, or sell any information obtained from TSG's Sites.

TSG allows you to view and download the materials at this Site only for your personal and non-commercial use. You may not modify the materials at this Site in anyway or reproduce or publicly display, perform, or distribute or otherwise use them for any public or commercial purpose. For purposes of these T&C, any use of these materials on any other site or networked computer environment for any purpose is prohibited. The materials at this Site are copyrighted and any unauthorized use of any materials at this Site may violate copyright, trademark, and other laws. If you breach any of these T&C, your authorization to use this Site automatically terminates and you must immediately destroy any downloaded or printed materials.

3. TERMINATING THIS AGREEMENT

This T&C will remain in effect as long as you access the Site, sell or buy any membership, sell or buy any package, or order any service from the Site. We reserve the right to terminate this Agreement without notice and/or refuse to sell to anyone who We believe, in Our Sole Discretion,

- (i) has violated any of the terms of this Agreement,
- (ii) is abusing the Offerings we provide, or
- (iii) is unable to provide us with sufficient information to allow us to properly identify the customer's, independent distributor or club member real name, address, telephone number, legal identification card, passport or other information.

4. INDIVIDUALS, CORPORATIONS, TAX EXEMPT ENTITIES

You represent and warrant that you are eighteen (18) years of age or older. Certain features on this Site (including, but not limited to, user registration) and certain Offerings may be subject to heightened age and/or other eligibility requirements. TSG will only consider for acceptance as member, independent distributor or club member that fall into one of the following categories:

- a. Individuals who are of the legal age.
- b. Married couples of which at least one is under the legal age requirement.

- c. Corporations in good standing in the state, province, or country of their incorporation.

5. PROPER COMPLETION OF DOCUMENTS

All entries in the TSG Sites must be completely and properly filled out and acceptance by a check mark of the Distributor Agreement, Terms and Conditions, Policies and Procedures, Income Disclosure, Spam and Privacy policies is indicative of an electronic signature used in signing the TSG member agreement, terms and conditions and privacy policy. TSG will not be responsible for loss of commissions or bonuses or for delays of registrations due to:

- a. Errors by Members sending in wrong information for themselves or on behalf of clients.
- b. Delays or errors caused by weak Internet connection, virus in your computer, hacker attack to your computer, blocking your sign-up transmission.
- c. Provision of account access details which caused unauthorized withdrawal or account modification.

6. DISCLAIMER

The materials provided at the Site are provided 'as is' without any kind including warranties of merchantability, fitness for a particular purpose, or non-infringement of intellectual property. TSG further does not warrant the accuracy and completeness of the materials at this Site. TSG may make changes to the materials at this Site, or to the products, prices or compensation plan described in them, at any time without prior notice. The materials at this Site may be out of date, and TSG makes no commitment to update the materials at this Site. Information published at this Site may refer to products; programs or services that are intended for use only in a specific country and may not be used or relied upon in any other country. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

7. TERMINATION/ACCESS RESTRICTION.

TSG reserves the right, in its sole discretion, to terminate your access to any or all TSG Sites, back office and the related services or any portion thereof at any time, without notice. Reasons for termination include but are not limited to: Defamation, slander, unfaithful remarks, actions, or Libel of TSG or other members.

- a. Poaching TSG members to join another company that promotes similar Offerings or Sites
- b. Falsely promoting TSG in any way that causes damages to TSG
- c. Promising or guaranteeing any "returns on investment"
- d. Transmit, post, send, upload, distribute, submit, or otherwise make available any content that is unlawful or infringes, violates, or misappropriates any patent, trademark, trade identity right, trade secret, publicity right, privacy right, copyright or any other intellectual property or any other rights of any third party;
- e. Transmit, post, send, upload, distribute, submit, or otherwise make available any viruses, Trojan horses or other harmful, disruptive, or destructive files or material that interferes with any third party's use and enjoyment of the Site.
- f. Violate any applicable local, state, federal or international law, rule, or regulation;
- g. Transmit, post, send, upload, distribute, submit, or otherwise make available through the Site any content containing any solicitation of funds, promotion, advertising, or solicitation for goods or services. You also hereby acknowledge that you are prohibited from soliciting other guests to join or become members of any commercial online service or other organization;
- h. Collect or harvest the information of any user or otherwise access the Site using automated means (including but not limited to harvesting bots, robots, spiders, or scrapers);
- i. "frame", "mirror" or "deep link" any part of the Site or other Offerings without our prior written authorization.
- j. Promising or guaranteeing any profit
- k. Promising or guaranteeing any passive income



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- I. Using a false identity
- m. TSG is unable to verify identity
- n. Member owes money to the company
- o. Member failed to perform obligations as a member or distributor
- p. Unauthorized use of another's account
- q. Violating any terms and conditions
- r. Other misconduct and violations
- s. Violations of law of any Country or State

8. MODIFICATION OF THESE TERMS OF USE

TSG may revise these Terms at any time by updating this posting. You should visit this page from time to time to review the then-current T&C because they are binding on you. Certain provisions of these T&C may be superseded by expressly designated legal notices or terms located on pages at this Site. In the event there is any T&C that can be interpreted in more than one way, TSG has the final right to decide the correct meaning and intention.

9. LIMITATION OF LIABILITY

In no event will TSG, its suppliers, or other third parties mentioned at this site be liable for any damages whatsoever (including, without limitation, those resulting from lost profits, lost data or business interruption) arising out of the use, inability to use, or the results of use of this site, any web sites linked to this site, or the materials or information contained at any of all such sites, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages, if your use of the materials or information from this site results in the need for servicing, repair or correction of equipment or data, you assume all cost thereof, applicable law may not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

10. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless TSG, its officers, directors, shareholders, employees, independent contractors, telecommunication providers, and agents, from and against any and all claims, actions, loss, liabilities, expenses, costs, or demands, including without limitation legal and accounting fees, for all damages directly, indirectly, and/or consequentially resulting or allegedly resulting from your misuse or inability to use the Site, or Your breach of any of these terms and conditions of this Agreement. We shall promptly notify you by electronic mail of any such claim or suit and cooperate fully (at Your expense) in the defense of such claim or suit. If we do not hear from you promptly, we reserve the right to defend such claim or suit and seek full recompense from you.

11. ELECTRONIC SIGNATURES / ASSENT REQUIRED

No one is authorized or allowed to access this Site or use the Services unless he, she or it has signed this Agreement. Such signature does not need to be a physical signature, since electronic acceptance of this Agreement is permitted by various jurisdictions' laws, such as the Electronic Signatures in Global and National Commerce Act (E-Sign Act) and similar legislation. You manifest your agreement to this Agreement by taking any act demonstrating your assent thereto. Most likely, you have clicked or will click a button containing the words "I agree" or some similar syntax. You should understand that this has the same legal effect as you placing your physical signature on any other legal contract. If you click any link, button or other device provided to you in any part of our Site's interface, then you have legally agreed to all of these Terms and Conditions. Additionally, by using any part of our Site or Services in any manner, including the Exchange, you understand and agree that such use constitutes your affirmation of your complete and unconditional No one is authorized or allowed to access this Site or use the Services unless he, she or it has signed this Agreement. Such signature does not need to be a physical signature, since electronic acceptance of this Agreement is permitted by various jurisdictions' laws, such as the Electronic Signatures in Global and National Commerce Act (E-Sign Act) acceptance to all the terms in this Agreement. Even if you fail to sign this Agreement, you understand and agree that you are still bound by the terms of this Agreement by virtue of your viewing the Site or using any portion of the Site or our Services.

12. NOT A BANK OR TRUST ACCOUNT

Your account with us (and any available currency therein) is not a bank account, a trust account, a securities account, a credit card, or deposit account. Our services are not financial instruments. No interest will be paid on any funds or currency you use to purchase or trade for any other

currency, bitcoin, or any other thing with other members, and all assets, including such currency or bitcoin, that are directly held by the company are not insured by the company or any government agency. All currency bought and sold by you will be associated with your account until used to purchase or sell from or with other members or until withdrawn by you.

13. DISCLAIMER:

TSG is not responsible for any loss or damage incurred by you as a result of your use of our Services or for your failure to understand the nature of virtual currencies or the market for such currencies if TSG were to embark into it. All we are providing you is a method by which you can exchange, trade, and store certain virtual currencies, and we make no representations or warranties concerning the value, stability, or legality of any such virtual currencies as well as the Exchange that is selected. You acknowledge the following risks related to your use of the Site and the Offerings:

- a. The risk of loss in trading virtual currencies such as USDT (collectively, "Digital Assets") may be substantial and losses may occur over a short period of time.
- b. The price and liquidity of Digital Assets has been subject to large fluctuations in the past and may be subject to large fluctuations in the future.
- c. Digital Assets are not legal tender, not backed by any government, and accounts and value balances are not subject to Federal Deposit Insurance Corporation or Securities Investor Protection Corporation protections.
- d. Legislative and regulatory changes or actions at the state, federal or international level may adversely affect the use, transfer, exchange, and value of Digital Assets.
- e. Transactions in Digital Assets may be irreversible, and accordingly, losses due to fraudulent or accidental transactions may not be recoverable.
- f. Some Digital Assets transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that the customer initiates the transactions.
- g. The value of Digital Assets may be derived from the continued willingness of market participants to exchange fiat currencies for Digital Assets, which may result in the potential for permanent and total loss of value of a particular virtual currency should the market for that virtual currency disappear.
- h. There is no assurance that a person who accepts Digital Assets as a payment today will continue to do so in the future.
- i. The nature of Digital Assets may lead to an increased risk of fraud or cyber-attack and may mean that technological difficulties experienced by the Company may prevent the access or use of your Digital Assets.
- j. Your account with TSG may not be insufficient to cover all losses incurred by you. You acknowledge and agree that you are solely responsible for determining the nature, potential value, suitability, and appropriateness of those risks for you, and that TSG does not give advice or recommendations regarding Digital Assets, including the suitability and appropriateness of, and investment strategies for, Digital Assets. You acknowledge and agree that you shall access and use the Services and the Site at your own risk. This brief statement does not disclose all the risks associated with trading, exchanging, and storing in Digital Assets. You should, therefore, carefully consider whether such trading, exchanging and storing's are suitable for you considering your circumstances and financial resources. You should be aware that you may sustain a total loss of funds in your Account (as defined below), and that under certain market conditions, you may find it difficult or impossible to liquidate a position.

14. VIRTUAL CURRENCY VALUES

You understand and agree that, due to technical and other restrictions, the virtual currency values displayed on our Site may be delayed and therefore not reflect the current, live market value of such currency. Nonetheless, you agree that the values displayed on our Site control your Account and your use of the Site and Services.

15. YOUR ACCOUNT REGISTRATION DATA

In order to use TSG systems, you must create an account with us (your 'Account'). Your Account will be used to store various virtual currency amounts as deposited by you. In creating your Account, you may be asked to provide certain registration details and information. In order to verify your identity, some of this information may be personal, private, or detailed. In connection with completing the online registration form, you agree to provide true, accurate, current, and complete information about yourself as prompted by the registration form (such information being the 'Registration Data'); and you further agree to maintain and promptly update the Registration Data to keep it true, accurate, current, and complete at all times while you are a member. While we use reasonable efforts to protect the



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personal information of others from inadvertent release or misappropriation, we are not responsible for the intentional or criminal acts of third parties such as hackers or 'phishers'.

16. YOUR ACCOUNT RESPONSIBILITY

You are entirely responsible for any and all activities conducted through your Account. You agree to notify us immediately of any unauthorized use of your password or Member ID, as well as of any other breach of security. While we may implement certain monitoring, procedures designed to alert us to fraudulent activity, we are not responsible for any unauthorized use of your Account, and you agree that you are responsible for such unauthorized use and for protecting the confidentiality of your password.

17. PASSWORD SECURITY

As part of our security measures and policies, please note that we will never ask you, for any reason, whether by email, regular mail, or telephone, to disclose your account password. Password inquiries will only be conducted online and only after you have signed onto the company's site. We will never send you embedded links in an email requesting that you sign onto the site by clicking such a link. If you receive an embedded link by email, claiming to be from us, you should not open it or click on the link. The email in not from us and is likely fraudulent. Never give your account password to anyone whom you do not intend to authorize to use your account.

18. THIRD PARTY ACCOUNT INFORMATION

In order to provide you with the Services, you may also be required to disclose certain other third-party account information to us, including, without limitation, your digital assets and related information. As indicated elsewhere in this Agreement, we are not responsible for any unauthorized use of your Account with the Company or any third-party accounts.

19. SERVICE INTERRUPTION

From time to time due to technological factors, scheduled software uploads and other factors beyond or within or control, the Site, or other Services may be temporarily interrupted. You agree that we are not liable for any loss and damage arising from such interruption and you agree to hold us harmless against any such interruption of or inability to access the Site or Services.

20. TSG DOES NOT ENGAGE IN THE SALES OF SECURITIES OR INVESTMENTS OF ANY KIND

You understand and agree that:

- TSG does not engage in the sales or offering of securities.
- This is not an offer for sale of a security, investment contract, investment opportunity, offering, etc., or trust instrument.
- In making your decision to purchase a membership in TSG, you must rely upon your own examination of the terms of the agreement, including the merits and risks involved. No documentation of TSG has been filed with or approved or disapproved by the Securities and Exchange Commission ("SEC") or any other state or federal governmental agency or any national securities exchange. Neither the SEC nor any such agency has passed upon the accuracy or adequacy of TSG or the merits of the purchase of a membership of in TSG. Any representation to the contrary is a criminal offense. TSG will make available to any prospective member of TSG the opportunity to ask questions of and to receive answers from TSG regarding the membership and the terms and conditions of this membership and to obtain any additional relevant information to the extent TSG possesses such information or can obtain it without unreasonable effort or expense.
- The terms and conditions and membership rights of TSG do not constitute an offer or solicitation in any jurisdiction in which such an offer or solicitation is not authorized or permitted by law.
- Membership in TSG involves significant risks. TSG will not be registered as an investment company and therefore will not be required to adhere to any investment policies.
- Membership in TSG ENTAILS SUBSTANTIAL RISKS AND THERE CAN BE NO ASSURANCE THAT THE OBJECTIVES OF TSG WILL BE ACHIEVED. THE PRACTICES OF TSG MAY EMPLOY FROM TIME TO TIME CAN, IN CERTAIN CIRCUMSTANCES, INCREASE THE ADVERSE IMPACT TO WHICH THE Members' account MAY BE SUBJECT.
- POTENTIAL MEMBERS ARE CAUTIONED TO REFER TO THESE TERMS AND CONDITIONS FOR A DISCUSSION OF THE TERMS OF MEMBERSHIP AND RISK AND OTHER FACTORS RELATIVE TO MEMBERSHIP IN TSG. IN THE EVENT OF ANY INCONSISTENCY BETWEEN ANY OTHER MATERIALS PREVIOUSLY PROVIDED AND

THESE TERMS AND CONDITIONS, THE TERMS AND CONDITIONS CONTAINED HEREIN SHALL BE CONTROLLING.

i. Prospective MEMBERS should consider the following factors in determining whether TO PURCHASE A MEMBERSHIP:

(i) Individual members and distributors of TSG are not owners/investors, or any other relation as consider of ownership of TSG.

(ii) There is no guarantee or representation is made that TSG's plan or program will be successful.

j. Members must be aware that there are no promised rates of return.

21. LIVE MARKET DATA

While virtual currency market values as publicly displayed on the Site may be delayed, we may offer access to live market value data via technical measures such as the FIX (Financial Information exchange) protocol. This live market value data is valuable to us, and we take proprietary measures to keep all live market value data

confidential and inaccessible to the public. To the extent that you receive access to such live data, you hereby agree that you will not redistribute, retransmit, duplicate, or otherwise make such data available in any way, either through automated, manual, or any other means. Any distribution or transmission of our live market values

feed is a material breach of this Agreement as well as a violation of our trade secrets. You agree that we are not responsible for any failure or outage in the live market value data provided by us.

22. AGREEMENT TO RECEIVE NOTIFICATIONS AND OTHER COMMUNICATIONS

We reserve the right to send electronic mail or other messages to you and to other Members. The purpose of these communications may include, but is not limited to:

- Providing you with information concerning your Account;
- Providing information to you regarding products or services offered by our affiliates or partners;
- Informing you about any of our related products or services; or
- Providing you with information about any item that we think, in our sole discretion, may be of interest to you.
- Providing you with information about any updates in the Privacy Policy or our Terms and Conditions document disclosures.

23. RESTRICTIONS ON USE WITHOUT OUR EXPRESS PRIOR WRITTEN AUTHORIZATION, YOU MAY NOT:

- Duplicate any part of our Site or the Materials contained therein or received via the Services (except as expressly provided elsewhere in this Agreement);
- Create any derivative works based on our Site or any of the Materials contained therein or received via the Services, and you agree and stipulate that any and all derivative works are NOT 'fair use';
- Use our Site or Services, or any of the Materials contained therein, for any public display, public performance, sale, or rental, and you hereby agree and stipulate that any and all such uses are NOT 'fair use';
- Re-distribute our Site or any of the Materials contained therein or received through the Services, and you hereby agree and stipulate that any and all such uses is NOT 'fair use'.
- Remove any copyright or other proprietary notices from our Site or any of the Materials contained therein;
- Frame or utilize any framing techniques in connection with our Site or any of the Materials contained therein;
- Use any meta-tags, pay-per-click advertising, or any other hidden text using our Site's name or marks, and you hereby stipulate that any use of the Site's name or marks, or any other marks owned by Us is an infringement upon our trademark rights, and you stipulate to make payment of liquidated damages of US ten thousand dollars (USD 10,000) per such infringement as a genuine pre-estimate of the loss and damage that will be suffered by Us as a result of such infringement, plus you agree to pay any and all fees incurred in the recovery of this amount, including attorney's fees and all associated costs;
- 'Deep-link' to any page of our Site or avoid agreement to the Site's Terms & Conditions (for the avoidance of doubt, you may only link to the main entry page).
- Circumvent any encryption or other security tools used anywhere on the Site or in conjunction with the Services (including the theft of usernames and passwords or using another person's username and password in order to gain access to a restricted area of the Site).
- Use any data mining, bots, scrapers, or similar data gathering and extraction tools on the Site or in conjunction with the Services.



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- k. Sell, rent, lease, license, sublicense, transfer, distribute, retransmit, time-share, use as a service bureau or otherwise assign to any third party the Materials or Services or any of your rights to access and use the Materials or Services as granted specifically by this Agreement;
- l. Use our Services for any commercial purpose unless expressly agreed to by us in writing and at our sole discretion;
- m. Use our Services to impersonate any other User or person;
- n. Use any Material or information on our Site or included in our Services in any manner that infringes any copyright, trademark, patent, trade secret, publicity, or other proprietary right of any party;
- o. Upload or attempt to upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's property.
- p. Upload, post, email or otherwise transmit any submission that you do not have a right to transmit under contractual, fiduciary, or other relationships (such as inside information, trade secrets, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- q. Upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, 'junk mail,' 'spam,' 'chain letters,' 'pyramid schemes,' or any other form of solicitation, except in those areas that we may designate for such purpose;
- r. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source material that is uploaded or otherwise provided by you;
- s. Restrict or inhibit any other User from using and enjoying the Services;
- t. Harvest or otherwise collect information about others, including e-mail addresses or other personally identifiable information.
- u. Violate any applicable laws, policies, or regulations;
- v. Upload, post, email or otherwise transmit any material which is illegal immoral, obscene, or defamatory of any person; or
- w. Do anything that may adversely affect proper operation of the Site, the Services and the reputation and goodwill of the Club.

TSG. Prospective members are urged to consult with their legal and tax advisors before purchasing a Membership.

24. OTHER JURISDICTION

We make no representation that the Site, services, or any of the materials contained therein are appropriate or available for use in other locations, and access to them from territories where their content or function may be illegal or is otherwise prohibited. Those who choose to access the Site, join the club, buy, or sell memberships or packages from such locations do on their own initiative and are solely responsible for determining compliance with all applicable local laws.

25. ILLEGAL ACTIVITIES

If you are seeking information regarding any illegal activities or seeking to engage in any illegal or fraudulent financial activity, please leave this Site immediately and do not attempt to use the Services. You acknowledge and agree that you are aware of the legality of using our Services in your relevant local jurisdiction, and you agree that you will not use the Services, if such use is prohibited or otherwise violates the laws of your state, province, country, or other jurisdiction.

26. ARBITRATION AND WAIVER OF CLASS ACTIONS

The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof) or the Service shall be BINDING ARBITRATION. You may not under any circumstances commence or maintain against TSG any class action, class arbitration, or other representative action or proceeding. By using the Service in any manner, you agree to the above arbitration agreement. In doing so, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any claims between you and TSG. YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. Your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

27. CONSULT YOUR OWN TAX PROFESSIONAL

The contents of the terms and conditions should not be considered to be legal or tax advice, and each prospective member should consult with his or her own counsel and advisors as to all matters concerning a membership in