

# Terms & Conditions

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- Please read the following terms and conditions carefully as it sets out the terms of Synergy Kares.

## Introduction

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- This following sets out the terms and conditions on which you may use the content on [www.synergykares.com](http://www.synergykares.com) and other digital publishing services (Facebook , Instagram etc) owned by Synergy Kares, all the services herein will be referred to as Synergy Kares.

## Joining Formalities.

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- We welcome Networkers to join Synergy Kares platform. We offer the below mentioned services which may be subject to change in the future. All changes will be appended in the terms and conditions page and communicated to existing Business Associates.

On one Pancard only one person can join.

The details of the services and access offered for each Business associate have been listed on [www.synergykares.com](http://www.synergykares.com)

## Privacy Policy and Registration

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- All information received by us from your registration on [www.synergykares.com](http://www.synergykares.com) or other digital platforms of Synergy Kares will be used by Synergy Kares in accordance with our Privacy Policy. Kindly read the below mentioned details.

On registration, we expect you to provide Synergy Kares with an accurate and complete information of the compulsory fields. We also expect you to keep the information secure, specifically access passwords and payment information. Kindly update the information periodically to keep your account relevant. Synergy Kares will rely on any information you provide to us.

Each registration is for a single user only- One Pan Card One ID. On registration, you will get a user name and password ("ID"). You are not allowed to share your ID or give access to your account to anyone else. Synergy Kares does not allow multiple users on a network or within an organization to use the same ID.

You are responsible for all the use of Synergy Kares service made by you or anyone else using your ID and for preventing unauthorized use of your ID. If you believe there has been any breach of security such as the disclosure, theft or unauthorized use of your ID or any payment information, you must notify Synergy Kares immediately by e-mailing us at [support@synergykares.com](mailto:support@synergykares.com). We recommend that you do not select an obvious user password (such as your name) and that you change it regularly.

If you provide Synergy Kares with an email address that will result in any messages Synergy Kares may send you being sent to you via a network or device operated or owned by a third party (e.g. your employer or anyone else other than you) then you promise that you are entitled to receive those messages. To ensure email's land in your inbox, you will add the mail receipt id to your safe list. You also agree that Synergy Kares may stop sending messages to you without notifying you.

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- **Services**

"Services" shall mean the Company's services to be sold by Direct Selling Agent and such services as may be communicated by the Company to the Direct Selling Agent from time to time. Entrepreneurs / Service people / retired persons / homemakers can join Synergy Kares Platform for business purpose

**Contract formation:**

Synergy Kares hereby appoints Direct Selling Agent as its non-exclusive selling agent for the services in the territory, and Direct Selling Agent hereby accepts such appointment. Direct Selling Agent's sole authority shall be to solicit customers for the services in the territory in accordance with the terms of this agreement. Direct Selling Agent shall not have the authority to make any commitments whatsoever on behalf of Company

Synergy Kares will try to process your registration promptly but does not guarantee that your registration will be activated by any specified time. By submitting your payment and other registration details, you are making an offer to us to join the Synergy Kares platform for networking. Your offer will only be accepted by us and a contract formed when we have successfully verified your payment details and email address, at which point we will provide you with access to our business opportunity. Synergy Kares reserves the right to reject any offer in its discretion, for any or no reason.

Direct Selling Agent shall use his best efforts to promote the services and maximize the sale of the services in the territory. Direct Selling Agent shall also provide reasonable assistance to Company in promotional activities in the territory. Direct Selling Agent will assist the company by taking part in all promotional events, use the marketing inputs judiciously for maximizing orders for the company.

Direct Selling Agent warrants to Company that it does not currently represent or promote any Services that compete with the Company's Services. During the term of this Agreement, Direct Selling Agent shall not represent, promote or otherwise try to sell within the Territory any Services that, in Company's judgment, compete with the Services covered by this Agreement.

Direct Selling Agent is an independent contractor, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint ventures, coowners or otherwise, or (iii) allow Direct Selling Agent to create or assume any obligation on behalf of Company for any purpose whatsoever. Direct Selling Agent is not an employee of Company and is not entitled to any employee benefits. Direct Selling Agent shall be responsible for paying all income taxes and other taxes charged to Direct Selling Agent on amounts earned hereunder. All financial and other obligations associated with Direct Selling Agent's business are the sole responsibility of Direct Selling Agent.

Indemnification by Direct Selling Agent- Direct Selling Agent shall indemnify and hold Company free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) arising out of negligence or malfeasance acts of Direct Selling Agent or misrepresentation or breach of any obligations under this agreement.

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- **Payment details:**

When you join Synergy Kares as an Direct Seller and pay the respective charges, you must provide us with complete and accurate payment information. By submitting payment details you promise that you are entitled to purchase a subscription using those payment details. If we do not receive payment authorization or any authorization is subsequently cancelled, we may immediately terminate or suspend your access to your subscription. In suspicious circumstances we may contact the issuing bank/payment provider and/or law enforcement authorities or other appropriate third parties. If you are entitled to a refund under these terms and conditions we will credit that refund to the card or other payment method you used to submit payment, unless it has expired in which case we will contact you.

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Synergy Kares will use the services of quality third party payment service providers to process your payment. Payment options are UPI / NEFT / INTERNET BANKING. Synergy Kares may offer other payment mechanisms from time to time.

**Commission - Sole Compensation** The Company shall pay the Direct Selling Agent a commission at such rate as may be communicated by the Company in writing to the Direct Selling Agent, for whole or part of the services hereto, based on the Maximum Retailing Price of the product as fixed by the company on every new order. This commission will be subjected to the relevant taxes as applicable. The Company reserves its right to revise the rate of commission from time to time and the same shall be intimated to the Direct Selling Agent in writing by the Company. B. **Basis of Commission** The Commission shall apply to all sales orders from customers solicited by Direct Selling Agent. (Customers defined as an individual or a company who have bought the product/services from the Direct Selling Agent for their own use.) No commissions shall be paid on (i) orders solicited directly by Company within the Territory; (ii) orders received from outside the Territory unless otherwise agreed in writing by Company. (iii) No commission will be paid to the Direct Selling Agent until 100% payment pertaining to the order is received. The company reserves the right to change the commission / prices on products as and when required.

**Sale of the Services- Prices and Terms of Sale** Company shall provide Direct Selling Agent with copies of its current market price and this is subject to change and the sole discretion of the same lies with the company , its payment schedules, and all Rules and Regulations and other material available for sales presentation and customer's information. Direct Selling Agent shall quote to Customers only those authorized prices, payment schedules, and terms and conditions as informed by Company. The services will be activated only after receipt of 100% payment pertaining to the order. The company will not refund any money in part or in full after payment on order is once received. B. **Acceptance** All requests for service obtained by Direct Selling Agent shall be subject to acceptance by Company and all quotations by Direct Selling Agents shall contain a statement to that effect. Direct Selling Agents shall have no authority to make any acceptance or commitments to customers. Company specifically reserves the right to reject any request for service or any part thereof for any reason, Company shall inform Direct Selling Agent of any written acceptances on commissionable applications/orders.

**Collection** Full responsibility for collection of payment from customers rests with Direct Selling Agent. 10. **Additional Responsibilities of Direct Selling Agent** A. **Expense of Doing Business** Direct Selling Agent shall bear the cost and expense of conducting its business in accordance with the terms of this Agreement. This would include salaries for the staff of the Direct Selling Agent who are engaged in the business of selling the products of the Company, expenses related to communications, telecommunication, mailing, conveyance and business entertainment if required. The company will not entertain any reimbursement on any expense made by the Direct Selling Agent other than the commissions. B. **Promotion of the Products** Direct Selling Agent shall make efforts to promote the sale of and stimulate demand for the Services within the Territory by direct solicitation. In no event shall Direct Selling Agent make any representation, guarantee or warranty concerning the Services except as expressly authorized by Company. The Company will take care of all online promotions on their website and ensure lead generations. Use of company logo, product logo, any advertising / promotion / marketing activity conceived originally by the Direct Selling Agent should be first approved inwriting by Synergy Kares before being implemented. C. **Agents & Customer Service** Direct Selling Agent shall inform and assist customers on Company's Services, and shall perform such additional customer services by e-mail, phone and fax, whenever needed, as good salesmanship requires and as Company may reasonably request.

**Confidentiality** Direct Selling Agent acknowledges that by reason of its relationship to Company hereunder it will have access to certain information and materials concerning Company's business plans, customers, technology, and products/services that is confidential and of substantial value to Company, which value would be impaired if such information were disclosed to third parties. Direct Selling Agent agrees that it shall not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it by the Company. Company shall advise Direct Selling Agent whether or not it considers any particular information or materials to be confidential. Direct Selling Agent shall not publish any description of the Products/Services beyond the

description published by Company and without the prior written consent of the Company. In the event of termination of this Agreement, there shall be no use or disclosure by Direct Selling Agent of any confidential information of Company.

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- **Pricing:**

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The joining package price will be made clear to you on our sign-up pages or otherwise during the sign-up process and may vary from time to time, by region or by country. You agree to pay the fees at the rates notified to you at the time you purchase your subscription.

The currency in which your subscription is payable will be specified during the order process, depending on the service and your country of residence. We will always tell you in advance of any increase in the price of your subscription and offer you an opportunity to cancel it if you do not wish to pay the new price.

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- **Taxes:**

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Registration and access to content services fall under the purview of Taxes applicable as per the country from where the subscriber resides.

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- **Pricing errors:**

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If we incorrectly state a price to you whether online or otherwise, we are not obliged to provide you with a registration at that price, even if we have mistakenly accepted your offer to buy a subscription at that price, and we reserve the right to subsequently notify you of any pricing error. If we do this, you may cancel the registration without any obligation to us and we will refund you any money you have paid us in full, or you may pay the correct price. If you refuse to exercise either of these choices then we may cancel your registration and will refund you any money you have paid us in full. We will always act in good faith in determining whether a genuine pricing error has occurred.

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- **Cancellation by us:**

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Synergy Kares reserves the right to suspend or terminate your registration if you breach any terms and conditions, with or without notice and without further obligation to you.

## User Generated Content

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- Synergy Kares includes comments sections, blogs and other interactive features that allow interaction between users and between users and Synergy Business League. We call the information posted by or contributed by users "User Generated Content" or "UGC".
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If you wish to view or participate by way of UGC then you must comply with specific rules and guidelines.

We also recommend that you read our Comments Guidelines which provide further guidance in relation to commenting on Synergy Kares.

You are responsible for all the content of any of your UGC that you or we publish. You are financially responsible to us for any claim against us by any third party that your UGC is not in accordance with the UGC policy

**You further agree that you will:**

\* Only publish UGC that is your original content and will not infringe the copyright or other rights of any third party when publishing UGC. Not post, link to or otherwise publish any UGC containing any form of advertising or promotion for goods and services or any spam or other form of unsolicited communication.

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\* Not post, link to or otherwise publish any UGC with recommendations to buy or not buy a particular share or other investment or which contain confidential information of another party or which otherwise have the purpose of affecting the price or value of any share or other investment.

\* Not post, link to or otherwise publish any UGC that is threatening, offensive, libellous, indecent or otherwise unlawful.

\* Not post comments that are discriminatory in nature, for example, comments which make attacks on the grounds of race, religion, sex, gender, sexual orientation, disability or age.

\* Respectfully challenge different points of view but not personally attack other commentators.

\* Not disguise the origin of any UGC and not impersonate any person or entity (including Synergy Kares direct seller or Forum guests or hosts) or misrepresent any connection with any person or entity.

\* Not post or otherwise publish any UGC unrelated to the Forum or the Forum's topic.

\* Not post or transmit any UGC that contains software viruses, files or code designed to interrupt, destroy or limit the functionality of synergykares.com or any computer software or equipment.

\* Not collect or store other users personal data.

\* Not restrict or inhibit any other user from using the Forums.

\* Comply with the guidelines for commenting set out in our Commenting FAQ.

It is not possible for Synergy Kares to fully monitor all UGC published on synergykares.com but where we have actually received notice of any UGC that is potentially misleading, untrue, offensive, unlawful, infringes third party rights or is potentially in breach of these terms and conditions, then we will review that UGC, decide whether to remove it from synergykares.com and act accordingly. This may include banning a user from participation in UGC on synergykares.com. If you believe that any UGC published on synergykares.com infringes any legal rights that you may have or is not allowed under these terms and conditions, please notify us immediately with specific details by contacting us at [support@synergykares.com](mailto:support@synergykares.com) or [info@synergykares.com](mailto:info@synergykares.com)

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## Our Responsibilities towards You

- A summary of what this section means: this section is important and you should read it carefully. It makes clear to what extent, if any, In no circumstances do we accept responsibility for your use of Third Party Sites or services not limited to advertisements, links in respect of any Third Party Products. By Third Party Sites we mean websites, online or mobile services provided by third parties, including websites of advertisers and sponsors that may appear Synergy Business League By Third Party Products we mean products or services provided by third parties.

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- **Limitations of content published on synergybusinessleague.com:**

All content published on Synergy Kares (including any information we publish regarding Third Party Products) is only for your general information and is not intended to address your particular requirements. Any agreements, transactions or other arrangements made between you and any third party named on (or linked to from) Synergy Kares are at your own responsibility and entered into at your own risk. Any information that you receive via Synergy Kares, whether or not it is classified as "real time", may have stopped being current by the time it reaches you. Share price information may be rounded up/down and therefore may not be entirely accurate.

- **Term and Termination** A. Term. This Agreement shall commence on the date first written above for a period of [2 years] unless terminated earlier as provided herein below. B. Termination. Either party to this agreement shall have the right to terminate this agreement with or without cause with a thirty (30) days written notice to the other party. C. Return of Materials. All of Synergy Kares Company's trademarks, trade names, data, photographs, literature, and sales aids, customer related database of every kind shall remain the property of Synergy Kares. Within five (5) days after the termination of this Agreement, Direct Selling Agent shall return all such items to company. Direct Selling Agent shall not make or retain any copies of any confidential items or information that may have been entrusted to it. Effective upon the termination of this Agreement, Direct Selling Agent shall cease to use all trademarks, marks and trade name of

Company. D. This agreement will be reviewed by the company after a period of [12 months]. Any Direct Selling Agent not performing to the full satisfaction of the company in terms of securing new orders and company's policies is liable to be terminated

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- **What we promise:**

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Synergy Kares promises to develop and operate Synergy Kares with reasonable skill and care and will use reasonable efforts to promptly remedy any faults of which it is aware or made aware of.

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- **What we do not promise:**

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Synergy Kares does not provide any promises or warranties other than defined above. The content is provided on an "as is" and "as available" basis. While the content creation team and its partners from whom content is syndicated make the best of their efforts to put together accurate, complete and authentic content, Synergy Kares does not make any promises in respect of content published on its website and/or the services and functions available on or through Synergy Kares or of the quality, completeness or accuracy of the information published on or linked to from Synergy Kares other than as expressly stated above.

The above disclaimers apply to your use of Synergy Kares. Without limiting the above, Synergy Kares is not liable for matters beyond its reasonable control. Synergy Kares does not control third party communications networks (including your internet service provider), the internet, acts of god or the acts of third parties.

## Choice of Jurisdiction

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- If you are a user whose principal address or principal use of Synergy Kares services occurs in any country across the world then the terms and conditions of only Indian law will be applicable. We agree that in future any dispute occurs the competent courts will be under Mumbai jurisdiction only. Only Mumbai courts will have non-exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these terms and conditions.

## General

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- You may not license or transfer any of your rights under these terms and conditions. We may transfer any of our rights or obligations under these terms and conditions to any individual, organization or entity but if we do so we will ensure that any company/individual/entity to whom we transfer our rights or obligations will continue to honor your rights under them. Any resultant changes to the terms and conditions will be intimated to you via email and updated on this website.
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If any provision of these terms and conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these terms and conditions, which will remain in full force and effect.

Failure by either party to exercise any right or remedy under these terms and conditions does not constitute a waiver of that right or remedy. Headings in these terms and conditions are for convenience only and will have no legal meaning or effect.

These terms and conditions constitute the entire agreement between you and Synergy Kares,

They supersede all previous communications, representations and arrangements, either written or oral.

## Content ownership

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- All Content created and published on the digital platforms under the url <https://www.synergykares.com> the mobile browser site, applications, belong to Synergy Kares and its licensors who own all intellectual property rights (including copyright and database rights) No intellectual property rights in any of the content are transferred to you while you consume the content on this platform. Synergy Kares " is registered trade mark of Synergy Kares and you

may not use them without prior written permission from Synergy Kares. You are permitted to use the content on this platform only as set out in our Copyright Policy.

## Changes to Terms and Conditions and Validity

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- These terms and conditions were published on 1<sup>st</sup> January 2023 and replace with immediate effect the terms and conditions previously published. If any changes in terms and conditions company feels that it has to be discussed with you then only company will be communicating with you the changes or else company is not obliged towards communicating any changes.
- Company has all the rights to change the Terms & Condition as and when required with or without prior notice.