

AFFILIATE / PARTNER & FRANCHISE AGREEMENT

(PROFITERA PRIVATE LIMITED – MOA & India-Aligned)

1. Introduction & Acceptance

This Affiliate, Partner & Franchise Agreement (“Agreement”) governs participation in the **Affiliate Program, Partner Program, and Franchise Module** operated by **PROFITERA PRIVATE LIMITED** (“Company”, “we”, “us”, “our”).

By registering as an **Affiliate, Partner, or Franchisee** (“you”, “Participant”), you agree to be legally bound by this Agreement, the Company’s **Terms & Conditions, Acceptable Use Policy, Wallet & Settlement Policy, Marketing Disclaimer**, and all other applicable platform policies.

2. Enrollment & Account Registration

To participate, you must submit accurate, complete, and truthful registration information, which may include:

- Name and contact details
- Business or promotional channels
- Identification / KYC details (where applicable)
- Payment or settlement preferences

The Company reserves the absolute right to **approve, reject, suspend, or terminate** any Affiliate, Partner, or Franchise account at its sole discretion, without obligation to provide reasons, subject to applicable law.

3. Affiliate & Partner Obligations

As a condition of participation, you agree that:

- All information provided by you is true, accurate, and up to date
- You shall not associate the Company with illegal, misleading, deceptive, or offensive content
- You shall not make false, exaggerated, or guaranteed earning or profit claims
- You shall comply with all applicable laws and Company policies
- You are solely responsible for safeguarding your account credentials

Any violation may result in suspension, termination, and forfeiture of benefits.

4. Incentives, Credits & Rewards

The Company may offer **performance-based incentives, credits, or rewards**, as defined on the platform from time to time.

- Incentives **do not constitute salary, income, or guaranteed earnings**
- Incentives are conditional, performance-linked, and subject to verification
- Credits may be reflected in the Company's internal wallet system
- Rates, eligibility, and conditions may be revised, modified, or discontinued at the Company's discretion

5. Validation of Activity

Incentives or credits shall be issued **only after verification** by Company systems.

- Cancelled, reversed, invalid, or disputed transactions are not eligible
- The Company's records and systems shall be **final and binding** for validation purposes

6. Payouts, Usage & Settlements

- Credits may be used internally or settled/withdrawn **only if eligible** under the Wallet & Settlement Policy
- All settlements are subject to KYC, compliance checks, deductions, and applicable taxes
- The Company reserves the right to **withhold, reverse, adjust, or forfeit** credits in case of misuse, fraud, or policy violations

7. FRANCHISE MODULE (IMPORTANT)

7.1 Nature of Franchise Relationship

Where the Company offers a **Franchise Module**, the following shall apply:

- Franchise participation does **not** create an employer-employee, partnership, agency, or joint venture relationship
- The Franchisee operates as an **independent entity** under limited, non-exclusive permission granted by the Company
- No ownership, equity, or profit-sharing rights in the Company are granted

7.2 Franchise Rights (Limited & Conditional)

Subject to approval and compliance, a Franchisee may be permitted to:

- Operate under a designated franchise designation as authorised
- Promote Company services strictly as permitted
- Access franchise-specific tools, dashboards, or materials

All rights are **revocable, non-transferable, and non-exclusive**.

7.3 Franchise Restrictions

A Franchisee shall **not**:

- Represent itself as the Company or claim ownership of the Company
- Offer guarantees of income, profit, or returns
- Collect funds on behalf of the Company unless expressly authorised in writing
- Sub-franchise, assign, or transfer franchise rights without written approval

7.4 Franchise Fees (If Applicable)

- Franchise activation or participation fees, if any, are **non-refundable**
- Fees do not guarantee territory, income, or success
- Fees are charged solely for platform access, support, or authorised participation

7.5 Franchise Compliance & Termination

The Company may **immediately suspend or terminate** a Franchisee for:

- Policy or agreement violations
- Misrepresentation or misleading conduct
- Legal or regulatory non-compliance
- Damage to the Company's reputation or interests

Upon termination, all franchise rights cease immediately, and unused or disputed credits may be forfeited as per policy.

8. Prohibited Activities (Affiliate, Partner & Franchise)

Participants must not:

- Promote the platform as an investment, MLM, or income scheme
- Offer profit guarantees or fixed returns
- Engage in spam, deceptive marketing, or unauthorised solicitation
- Violate consumer protection, advertising, IT, or data laws

Violation may result in **immediate termination and forfeiture**.

9. Intellectual Property

All trademarks, logos, software, content, and materials remain the **exclusive property of PROFITERA PRIVATE LIMITED**.

No ownership or licence is granted except as expressly permitted in writing.

10. Disclaimer of Warranties

All services are provided on an **“AS IS” and “AS AVAILABLE”** basis.

The Company disclaims all warranties, including warranties relating to earnings, incentives, availability, or results.

11. Limitation of Liability

To the maximum extent permitted by law:

- The Company shall not be liable for indirect, incidental, or consequential damages
- Total liability, if any, shall not exceed the incentives credited to the participant in the **preceding 30 days**

12. Indemnification

You agree to indemnify and hold harmless **PROFITERA PRIVATE LIMITED** from any claims, losses, penalties, or damages arising from:

- Your breach of this Agreement
- Misrepresentation, misuse, or unlawful conduct

13. Term & Termination

Either party may terminate this Agreement with written notice.

The Company may terminate **immediately** in case of violation, misuse, or legal non-compliance.

Termination shall not create any refund, compensation, or settlement right.

14. Governing Law & Jurisdiction

This Agreement shall be governed by the laws of India.

Courts located in India shall have **exclusive jurisdiction**.

15. Entire Agreement

This Agreement constitutes the **entire understanding** between the parties.

If any provision is held unenforceable, the remaining provisions shall remain in full force.

Contact (Affiliate / Franchise Matters Only)

 support@profitera.net