

MASTER TERMS & CONDITIONS

(Single Consolidated Agreement)

PROFITERA PRIVATE LIMITED

(Incorporated under the laws of India)

1. INTRODUCTION & LEGAL NATURE

These Master Terms & Conditions (“Terms”) constitute a **legally binding agreement** between you (“User”, “Participant”, “Affiliate”, “Partner”, “Franchisee”, or “you”) and **PROFITERA PRIVATE LIMITED** (“Company”, “we”, “us”, “our”).

These Terms govern **all access, participation, usage, association, and interaction** with:

- The Company’s website(s)
- Platform services and features
- Wallets, incentives, settlements
- Affiliate, Partner, and Franchise modules
- Communications, policies, and documentation

By accessing, registering, using, or associating with the Company in any manner, you **acknowledge, understand, and agree** to be bound by these Terms.

If you do not agree, you must immediately discontinue use.

2. ELIGIBILITY

You may use or associate with the Company only if:

- You are **18 years of age or older**
- You are legally competent under applicable law
- Your participation is lawful in your jurisdiction

The Company reserves the right to **deny or revoke access** at any time if eligibility is not met.

3. SCOPE OF SERVICES

The Company operates a **technology-enabled business platform** offering structured participation across permitted activities, subject to defined rules, policies, and compliance requirements.

Nothing offered by the Company shall be construed as:

- Investment advice
- Financial advice
- Guaranteed income opportunity
- Securities, deposits, or collective investment schemes

Participation is **voluntary and conditional**.

4. NO GUARANTEE / NO ASSURANCE

The Company **does not guarantee**:

- Income, profit, returns, or success
- Continuity of any incentive structure
- Availability of services without interruption

All outcomes depend on compliance, platform rules, external factors, and lawful operation.

5. USER OBLIGATIONS

You agree to:

- Provide accurate, complete, and truthful information
- Comply with all Company policies and applicable laws
- Avoid misleading, exaggerated, or unauthorised claims
- Maintain confidentiality of login credentials
- Act responsibly, ethically, and lawfully

Misuse may result in suspension or termination.

6. ACCEPTABLE USE & PROHIBITED ACTIVITIES

You must not:

- Engage in illegal, fraudulent, or deceptive activity
- Promote income guarantees or investment narratives
- Use spam, malware, or abusive practices
- Create duplicate or fake accounts
- Infringe intellectual property or privacy rights

Violation may result in **immediate termination and legal action**.

7. AFFILIATE / PARTNER / FRANCHISE MODULE

7.1 Independent Relationship

No employment, partnership, agency, or joint venture is created.

7.2 No Ownership

No equity, ownership, or profit-sharing rights are granted.

7.3 Franchise Clarification

Franchise access (if applicable) is:

- Limited
- Non-exclusive
- Revocable
- Non-transferable

Fees (if any) are **non-refundable** and do not guarantee territory or income.

8. INCENTIVES, WALLETS & SETTLEMENTS

- Incentives are **performance-based and conditional**
- Wallets are **internal platform records**, not bank accounts
- Settlement is subject to:
 - KYC
 - Compliance checks
 - Schedules
 - Fees & taxes

The Company may withhold, delay, adjust, or forfeit balances in case of violations or legal requirements.

9. NO REFUND & NO CANCELLATION

All payments are **final and non-refundable**, except where **mandated by law** through a competent authority.

Non-usage, dissatisfaction, or change of intent does not create refund rights.

10. INTELLECTUAL PROPERTY

All trademarks, software, content, systems, logos, and documentation are the **exclusive property of PROFITERA PRIVATE LIMITED**.

No licence is granted unless expressly provided in writing.

11. COMMUNICATIONS

You consent to receive:

- Service and compliance communications
- Legal, security, and operational notices

Opt-out applies only to non-essential promotional messages.

12. DATA, PRIVACY & SECURITY

Data is processed in accordance with:

- Applicable Indian laws
- Company Privacy Policy
- Security Policy

No system is guaranteed to be fully secure.

13. SUSPENSION & TERMINATION

The Company may suspend or terminate access **without prior notice** for:

- Policy violations
- Legal non-compliance
- Fraud or misuse
- Regulatory or law-enforcement requirements

Termination does not create compensation or refund rights.

14. FORCE MAJEURE

The Company shall not be liable for failure or delay due to events beyond reasonable control, including but not limited to:

- Natural disasters
- Government actions
- Cyber incidents
- Banking or infrastructure failures

Services may be suspended or modified during such events.

15. LIMITATION OF LIABILITY

To the maximum extent permitted by law:

- The Company is not liable for indirect or consequential damages
- Total liability shall not exceed the amount paid (if any) in the preceding 30 days

16. INDEMNIFICATION

You agree to indemnify and hold harmless the Company from claims arising out of:

- Your breach of these Terms
- Misrepresentation or unlawful conduct

17. GOVERNING LAW & JURISDICTION

These Terms are governed by the **laws of India**.
Courts in India shall have **exclusive jurisdiction**.

18. AMENDMENTS

The Company may update these Terms at any time.
Continued use constitutes acceptance.

19. SEVERABILITY

If any provision is held unenforceable, the remaining provisions remain valid.

20. ENTIRE AGREEMENT

These Terms constitute the **entire agreement** between you and the Company and supersede all prior understandings.

21. CONTACT

 support@profitera.net