



## TERMS AND CONDITIONS

of the cooperation between Prosperic.net Ltd and its registered customers and partners  
Dated 01 August, 2020

### 1. INTRODUCTION

#### 1.1. The basis of cooperation

Prosperic.net Ltd. (hereinafter Prosperic) is an online marketing company offering products and services for its customers and business partners through affiliate marketing as well as retail sales channels. Active partners of Prosperic may choose to participate in the above activities and receive certain bonuses and commissions based on their position in the company's network and their business performance. By joining Prosperic as a member you agree to comply with the following terms and conditions.

#### 1.2. The purpose of the Terms and Conditions (hereinafter the Terms)

1.2.1. The Terms contains rules and guidelines governing the full scope of cooperation between Prosperic and its partners as well as the cooperation among partners.

1.2.2. The Terms intends to create the legal and technical framework for our partners to broaden their customer base and develop their business, therefore to maximise the benefits from their association with Prosperic. The Terms also aims to regulate the use of the company's web pages and intellectual property as well as the use of the products and services offered by the company.

#### 1.3. The Scope of the Terms and Conditions

The Terms cover Prosperic's marketing, sales and financial know-how relating to the company's business system, as available on the company's web site (<https://prosperic.net>). All these are the exclusive property of the company. Upon its acceptance the Terms are valid for an indefinite period or until any changes are made and announced by the company.

#### 1.4. Company details

Customer support: [support@prosperic.net](mailto:support@prosperic.net)

All enquiries are handled promptly and no more than 8 days after receipt of the enquiry.

Web: <https://prosperic.net>. This web site is owned and operated by Prosperic.net Ltd, a company registered in the United Kingdom (20-22 Wenlock Road, London, N1 7GU).

## **1.5. Defining the relationship between Prosperic and its partners**

1.5.1. The cooperation agreement between Prosperic and its independent partners does not create an employer/employee relationship or any type of joint venture or joint ownership. Partners are not classed as employees from an industrial or taxation point of view. It is the partners' responsibility to comply with all taxation and legal regulations in their own territory and jurisdiction. Prosperic will not deduct any taxes or duties from partners' bonuses and other remuneration. Prosperic will not be held responsible for any non-compliance with prevailing tax regulations and legal requirements on the part of its partners.

1.5.2. Partners are not representatives or agents of Prosperic and they may not hold themselves out to be as such. Partners may not enter into any agreement with third parties, create expenses, make commitments or open accounts on behalf of Prosperic. Partners are free to decide how and when they run their own Prosperic business and to set their own specific goals and agendas as long as they remain within the framework and the spirit of the Terms as well as legal requirements and generally accepted codes of conduct.

1.5.3. All expenses incurred during the course of expanding their own Prosperic business (eg. travel, food, accommodation, business and administration costs, telephone and telecommunication, training, etc.) are to be borne by the partners.

## **1.6. Annexes and attachments**

The following documents are inseparable from the Terms and they form part of the Terms:

- Compensation Plan (as appears on the <https://prosperic.net> web site);
- Privacy Policy;
- AML Policy;
- Refund Policy (also see 3.1.10. below)

This Agreement constitutes the entire agreement between the parties related to the subject matter thereof, supersedes any prior or contemporaneous (oral, written or electronic) agreement between the parties and shall not be changed except by written agreement signed by an officer of the Company. If any provision of this Agreement is prohibited by law are held to be unenforceable, the remaining provisions hereof shall not be affected.

These Terms shall only be considered as valid in the original English version, any translated versions might not be correctly translated since this is handled by a third-party service.

It is the responsibility of all Prosperic members to read these Terms before making any decisions about registering on the <https://prosperic.net> web page and using the Prosperic service.

### **1.7. Risk disclosure**

By using Prosperic's services, you agree that the author and any other entities associated with the Prosperic system shall not be held liable for any direct, indirect, consequential loss or any damages whatsoever arising from this usage of the web site, the products and services offered thereon, or the use of any information, software, messages, manuals, worksheet, instructions, alerts, directives etc. and any other information contained in regard to its use and understanding. By using Prosperic's services, you agree to indemnify and hold harmless Prosperic and Prosperic.net Ltd and its employees, associated companies or service providers from any losses, damages or otherwise arising from using its use.

### **1.8. Disclaimer**

Prosperic hereby waives any obligations arising from use of the web site and/or the information. Use of the Prosperic web site, its content and the information is the sole responsibility of Prosperic members. Members hereby relieve the owners of the website from all liability for damage to his computer, if applicable, through the use of the website and / or its content and / or its various services. The members hereby relieve the website owner, the website, its affiliates, agents, employees, members of the board, directors, shareholders, etc. from any liability for loss and / or financial damage and / or personal bodily injury and / or as a result of fraud the use of the website.

### **1.9. Limitation of Liability**

This liability section applies only to the extent permitted by law. Except as set out below, neither Prosperic nor any of their directors, employees or other representatives will be liable for damages arising out of or in connection with the use of this site. Prosperic does not accept liability (except as set out below) for any errors or omissions and reserves the right to change information, specifications and descriptions of listed goods, products and services. In the unlikely event that you receive goods which were not what you ordered or which are damaged or defective, or are of a different quantity to that stated on your order form, Prosperic shall, at its own option, make good any shortage or non-delivery, replace or repair any damaged or defective goods, or refund you the amount you paid for the goods in question provided that you notify Prosperic of the problem in writing to [support@prosperic.net](mailto:support@prosperic.net) within 7 days of delivery of the goods.

Prosperic does not accept liability for any indirect loss, consequential loss, and loss of data, loss of income or profit, loss of or damage to property and/or loss from claims of third parties arising out of the use of the Prosperic website or for any products purchased from the Prosperic website. Prosperic will only be liable for direct loss up to a maximum total of the price of the product purchased in respect of any claim. Prosperic does not limit its liability for death or personal injury to the extent only that it arises as a result of negligence of Prosperic products, its directors, employees or other representatives. Prosperic does not limit its liability for gross negligence and intention.

## **1.10. Modification of Terms**

Prosperic reserves the right to modify these terms at any time without prior notice, so check back from time to time to be sure you are complying with the current version. Any modification of these terms will be deemed to be effective from the date and time of posting on the Prosperic website.

These terms and conditions will apply to your order once you have received your confirmation email. They will supersede any other terms and conditions in whatever form given. Please print and retain a copy of the terms and conditions once you have received your confirmation email. If you have any additional questions, please feel free to contact us: [support@prosperic.net](mailto:support@prosperic.net).

## **1.11. Intellectual property rights**

### **1.11.1. Copyright**

The Site design, text, content, selection and arrangement of elements, organization, graphics, compilation, magnetic translation, digital conversion, and other matters related to the Site are protected under applicable copyright laws, ALL RIGHTS RESERVED. The posting of any such elements on the Site does not constitute a waiver of any right in such elements. You do not acquire ownership rights to any such elements viewed through the Site. Except as otherwise provided herein, none of these elements may be used, copied, reproduced, downloaded, posted, displayed, transmitted, mechanical, photocopying, recording, or otherwise, without Company's prior written permission.

### **1.11.2. Trademark**

The Prosperic name, logo, and all product names, company names, and other logos, unless otherwise noted, are trademarks of Prosperic. The use or misuse of any trade marks or any other materials contained on the web site, without the prior written permission of their owner, is expressly prohibited.

To the fullest extent permitted at law, Prosperic is providing this site and its contents on an "as is" basis and makes no representations or warranties of any kind with respect to this site or its contents. Prosperic disclaims all such representations and warranties, including for example warranties of merchant ability and fitness for a particular purpose. In addition, Prosperic does not represent or warrant that the information accessible via this site is accurate, complete or current.

Your access to and use of this website is subject to these Terms and Conditions and any notices, disclaimers or other terms and conditions or other statements contained on this website (referred to collectively as "Terms and Conditions"). By using this website you agree to be subject to the Terms and Conditions. Prosperic reserves the right to modify or update this Terms and Conditions at any time without notice. The latest and valid version of this Terms and Conditions can be found on and be downloaded from the Prosperic web site.

### 1.11.3. Policies & procedures

We are unable to offer services to countries on the Financial Action Task Force (FATF) blacklist, considered generally banned nations, including\*, but not only, Afghanistan, Bahamas, Barbados, Botswana, Cambodia, Ghana, Mongolia, Nicaragua, Pakistan, Sudan, Syria, Uganda, Venezuela, Yemen, Zimbabwe and the United States of America.

\*The list of restricted countries may be changed without prior notice

### 1.12. Brief description of the service provided

Prosperic is an online affiliate marketing business. Prosperic.net is building a community of private individuals, aged 18 and above, from around the world, on a referrals only basis, who are interested in participating in the promotion and sale of a variety of innovative products and services. Prosperic.net accepts both registered customers (B2C) as well as active partners who refer new customers and partners. Registered customers and partners are members of Prosperic.

Should they choose to do so, Prosperic will pay active partners sales commissions under a compensation plan details of which are available in the password protected members only section of the web page. Prosperic.net rewards active partners with a unique compensation plan, based on individual effort, commitment level and performance. Prosperic makes all relevant information, support, training and marketing assistance available to its active affiliates but provides no promise, guarantee or any fixed remuneration to active affiliates.

Prosperic may also provide news, advertisements or other information through the Prosperic web site to members which may be necessary or useful. Members hereby understand and agree to receiving such information.

#### 1.12.1. Prosperic member accounts

Registered Prosperic customers and partners receive a Prosperic web office protected by a password. They will also receive their own personalised referral link. Users and members are responsible for maintaining the confidentiality of their password and Prosperic web office and are fully responsible for all activities that occur under their password and web office.

Members agree to (a) immediately notify Prosperic on [support@prosperic.net](mailto:support@prosperic.net) of any unauthorized use of their password or web office or any other breach of security, and (b) ensure that they exit from their account at the end of each session. Prosperic cannot and will not be liable for any loss or damage arising from members' failure to comply with this rule.

#### 1.12.2. Defining the relationship between Prosperic and its members

The cooperation agreement between Prosperic and its registered Prosperic partners does not create an employer/employee relationship or any type of joint venture or joint ownership. While members are free to refer new members to the Prosperic system if they wish to do so, they are not classed as employees from an industrial or taxation point of view. It is the members' responsibility to comply with all taxation and legal regulations in their

own territory and jurisdiction. Prosperic will not deduct any taxes or duties from members' referral bonuses, except when the company is obliged under law to do so any time in the future.

Prosperic will not be held responsible for any non-compliance with prevailing tax regulations and legal requirements on the part of its members. Members are not representatives or agents of Prosperic and they may not hold themselves out to be as such. Members may not enter into any agreement with third parties, create expenses, make commitments or open accounts on behalf of Prosperic. Members are free to decide how and when they run their own Prosperic referral business and to set their own specific goals and agendas as long as they remain within the framework and the spirit of this Terms and Conditions as well as legal requirements and generally accepted codes of conduct.

All expenses incurred during the course of expanding their own Prosperic business (eg. travel, food, accommodation, business and administration costs, telephone and telecommunication, training, etc.) are to be borne by the members.

## **2. CODE OF ETHICS**

### **2.1 Basic principles**

Partners of Prosperic understand and accept that:

2.1.1. Their membership in Prosperic and all rights and benefits associated with such a membership (position in the network, eligibility to receive commissions, bonuses and discounts, etc.) may be suspended or cancelled if they consciously and repeatedly act and behave in a way that is contrary to the provisions and the spirit of the Terms. Members are liable for any losses and/or damages caused by such violations of the Terms.

2.1.2. Partners will be responsible for the wellbeing of their customers and, as sponsors, for the development of their partners they introduced to the Prosperic opportunity. Partners will conduct their business in a decent and honest manner that reflects the high ethical standards of the Prosperic system. They can expect the same behaviour and treatment from other members of their groups.

2.1.3. Partners will present the products and the business opportunity offered by Prosperic in an honest and realistic way without any exaggeration or undue euphemism. Naturally, partners are free to give a personal account of their own experiences and successes. They will not promise quick money or fast success as these promises are foreign to Prosperic. Partners must take responsibility for any potential loss or damage resulting from non-compliance.

2.1.4. Partners of Prosperic will refrain from publishing written or oral statements that are not part of Prosperic' own official marketing and promotion material. Partners are responsible for maintaining and building the good reputation of Prosperic and its management, staff, employees and representatives even after the eventual cessation or



termination of the agreement between partners and Prosperic.

2.1.5. Should partners have any questions and issues regarding the products and/or the business opportunity, they should first consult their upline sponsor(s). Should there be any uncertainty about the Terms or any of its provisions, the sponsor(s) and Prosperic will make every effort to clarify them. Prosperic makes every possible effort to align all aspects and areas of its activities with prevailing rules and legal requirements.

2.1.6. Partners will follow and monitor any alteration or change in the Terms. Any such change will be communicated to partners by Prosperic and they become effective on the day they appear on the <https://prosperic.net> web site. Prosperic strongly believes in creating and maintaining a stable long term framework for the cooperation between itself and its partners in the interest of the long term success of our business, Prosperic reserves the right to alter and change any provision of the Terms if and when such changes are made necessary and desirable as a result of changes in market conditions and/or the legal environment.

2.1.7. Partners, if possible, will attend company events and meetings and will encourage members of their team to do the same. They all understand that continuous training and self development are essential for success in business in general and network marketing in particular.

2.1.8. Partners will not use the occasion of company events and meetings to promote the products and/or services and/or opportunities offered by other marketing systems.

2.1.9. Partners will not use any of their contacts they made in Prosperic to promote other business opportunities or products or services. They will not recruit members from the ranks of the Prosperic network into other marketing systems, especially not for any other business with a profile that is similar to that of Prosperic.

2.1.10. In order to preserve the integrity and stability of our business, and to recognize the hard work of our leaders, Prosperic, as a general rule, will not support any request from its partners to change their sponsor(s). Prosperic believes it is important to safeguard the hierarchy in the network.

2.1.11. Partners may ask the company to place them in a new structure if, and only if it has been proven that unethical, misleading and dishonest methods and practices had been applied when they were sponsored. Such requests will be carefully investigated and ruled upon on a case-by-case basis. Requests may be honored if all partners affected by a change of sponsors agree to such a change in writing. Prosperic will investigate thoroughly any accusations of unethical conduct and act if necessary.

2.1.12. Some partners, driven by uncontrolled enthusiasm, may occasionally make the mistake of painting unrealistic or misleading visions about income expectations. This may disappoint many new partners as not everybody will reach the same high levels of success over a given time frame. Prosperic recommends that partners share their own personal

success stories instead of making idealistic statements.

2.1.13. Partners are not allowed to present the products, services and the business opportunity offered by Prosperic together with other products, services and opportunities because this may create the false impression that there might be a link or connection between different systems and companies. Likewise, partners should not promote products, services and business opportunities offered by other companies within the Prosperic system.

2.1.14. Any public degradation of Prosperic and its products, services, compensation plan, employees and management will be regarded as a blatant breach of the rules contained in the Terms and the Code of Ethics.

## **2.2 Ethics Committee**

Any violation of the Terms and the Code of Ethics will result in convening the Ethics Committee, consisting of the upline of the partner accused of the violation, a representative of Prosperic management and an outside expert. It is the Ethics Committee's exclusive right to:

- issue written warnings;
- impose fines, deductible from bonuses;
- suspend qualification for commissions;
- suspend the position for a determined time period;
- terminate the violating partner's position;
- take any other step all three members of the Ethics Committee regard as reasonable and appropriate to remedy the situation and fix any damages incurred as a result of violating the Terms and/or the Code of Ethics.

## **2.3 Reimbursement of Expenses**

Partner's bonuses may be withheld in part or in full while an ethics investigation is underway. If a violating partner's liability is established, Prosperic is entitled to claim compensation and may pursue its claim in court.

## **3. RELATIONSHIP OF THE PARTIES**

The basis for the relationship between Prosperic and its members is the Terms and its annexes. Members understand that they will act as an independent market player at their own risk and responsibility when participating in the system and/or referring new customers and partners to the system. Members are responsible for their own acts, statements and behavior and no responsibility for their acts, statements and behavior may be passed over to Prosperic. By accepting the Terms member agrees to automatically enter into a cooperation agreement with Prosperic.



### 3.1. Registration

3.1.1. Anyone wishing to register as a customer should click on the “Sign up” tab on the <https://prosperic.net/register/referrer?susername> site and fill out online the registration form. No person under the legal age of 18 may register. No more than four (4) registrations can be made by members in their own name and with their own email address, and no more than four (4) such positions can be KYC verified.

Registered customers may use the Prosperic web site indefinitely, at no cost, and purchase Prosperic’s products at retail prices.

They can decide at any time after their registration to become Prosperic partners, which is the first condition of becoming eligible to earn sales commissions from their efforts. An initial fee, charge and/or purchase may be required to become a partner. As a partner, you agree to authorize the company to accept data that you enter in your profile section for withdrawal and deposit transactions.

Registered customers and partners (together, members) must be natural persons aged 18 and above, or business entities as defined in 3.1.6. Natural persons must be mature and able to handle their own affairs and enter into formal agreements independently, without any mental impairment. People unable to act on their own (eg. when under psychiatric care or in custody) are not allowed to register. Should any of these conditions arise after a registration is made – eg. treatment, imprisonment, etc. – the partner’s position will be temporarily suspended.

3.1.2. Upon registration, member information must be provided, as prompted by the system. Upon entering these data newly registered customers receive a confirmation email message containing a randomly generated password (this can be changed by the partner any time).

3.1.3. After successful registration customers may enter into their own web office, protected by a password, containing information that the general public is not allowed to see.

3.1.4. All members must treat their web office and data therein confidentially. The user name and password must not be disclosed. It is recommended that passwords are changed time to time. Prosperic takes no responsibility for any losses or other problems arising from the member’s password getting into the hands of unauthorized third persons.

3.1.5. Registrations may only be initiated using the sponsor’s referral link. The newly registered customer is placed in his/her sponsor’s customer group as the sponsor’s directly sponsored customer (first generation in the sponsor’s genealogy). The hierarchy is registered and stored in Prosperic’ genealogy records.

Upon the purchase of their Affiliate Pack, new partners will be placed automatically into the Prosperic corporate binary structure, in the order of the exact time of their pack purchase.

3.1.6. Legal entities (private and public companies, associations, clubs, foundations, etc.) may also register with Prosperic. They, too, need to complete the online registration form and submit, within 30 days from their online registration, a copy of their Articles of Association and/or other documents, signed by the representative (Director) of the organisation validating the partner's identity. Until all required documents are received and KYC verified, Prosperic withholds the payment of bonuses.

3.1.7. Members are required at the time of registration to indicate that they agree to the Prosperic Terms, Privacy Policy and Refund Policy.

3.1.8. Prosperic reserves the right to reject any new registration.

3.1.9. The process of registration finishes when the new customer selects and purchases an Affiliate Pack of his/her choice, thus becoming a registered partner. The purchase of any Affiliate Pack activates the partner's position which means that the partner's status becomes "active" (for details, please refer to the Prosperic Perpetual Binary Compensation Plan).

3.1.10. Refund Policy: Prosperic strongly urges and encourages all interested parties to read these Terms carefully, and understand them in detail before they decide to make first a free registration as a customer, and later when they decide to become a partner by purchasing their Affiliate Pack. It is also advisable that they consult with their sponsor (referrer) and study Prosperic's promotional and marketing documents before making a decision.

When customers purchase their Affiliate Pack, they agree to irrevocably waive their right to a refund and they can claim no refund from Prosperic.

3.1.11. Prosperic recommends that sponsors give assistance to their new customers and partners in the process of their registration.

3.1.12. Partners enter their web office with their user name and password at all times.

### **3.2. Forgotten user name / password**

If members (customers and partners) forget their user name and/or password, Prosperic will – upon request – send out an email message containing a link of an online platform where a new user name / password may be requested.

### **3.3 Transfer of funds**

Partners use crypto currencies (BTC, ETH and USDT/Tether) to purchase their Affiliate Pack(s) and any other product Prosperic offers. All transfer fees and expenses will be borne by the members; Prosperic must receive the full net amount of the selected pack(s) in order to be able to pay full commissions.

Funds transferred can only be utilized to buy Affiliate Packs, gift cards and products through the member's web office. Funds cannot be loaded to the member's Prosperic wallet and cannot be held there.

### **3.4. Advantages of the relationship between Prosperic and its partners**

3.4.1. Partners may purchase additional Affiliate Packs (upgrade) in order to qualify for higher levels of benefits at the end of pay 36 day pay periods. When upgrading, partners pay the full price of the selected bigger Affiliate Pack. Once a partner upgraded his/her position by purchasing a bigger Affiliate Pack, they cannot downgrade later back to a smaller Affiliate Pack.

3.4.2. Partners may refer new customers and partners to Prosperic and receive sales commissions on such purchases.

3.4.3. Based on their performance, partners may advance to leadership levels in the network hierarchy and enjoy greater benefits, higher payouts and leaders rewards.

3.4.4. Partners may time to time participate in various competitions and rewarding challenges.

3.4.5. Partners may request assistance from their line of sponsorship as well as Prosperic customer support (support@prosperic.net). They may also attend training and motivation sessions and may receive promotional material for their work (some of them free of charge while others are offered for consideration, as advised time to time by the company).

### **3.5. Commissions & Bonuses**

3.5.1. Commissions are paid in the form of cycle payouts. These payouts are calculated on the basis of the performance of the partner, the partner's group as well as the entire partner network and the customer base. Cycle payouts are limited according to the Affiliate Pack the partner holds and credited to the partner's cash account after the end of each 9 day pay cycle, providing the partner network and the customer base have generated enough sales (BV) across the whole company structure that is necessary to meet cycle maximum payouts.

Prosperic provides no guarantee or promise that cycle maximums will be paid at the end of each 9 day pay cycle. Cycle maximums can only be paid if there is sufficient business volume in the system.

3.5.2. The amount of commissions (cycle payouts) are displayed in EUR in the web office. Partners who are qualified to receive commissions may select the crypto currency in which they wish to receive their commissions

3.5.3. Partners may only present realistic income projections based on the Prosperic compensation plan and they must make it clear to all existing and new partners that such projections are not guarantees. Partners must make every effort to help new partners understand the compensation plan in full detail.

3.5.4. A detailed description and definition of commissions payable on the purchase of different packs, products and services and gift cards can be found in the Prosperic compensation plan, which is available for download from the web office.

3.5.5. It is considered a serious breach of the Terms if a partner abuses the cycle payout system by doing any of the following:

- recruiting individuals or legal entities into the system without sharing the Prosperic business opportunity with them in detail in advance;
- recruiting individuals or legal entities that don't understand the Terms and or don't fill out the online registration form;
- recruiting individuals or legal entities on the basis of false or misleading information;
- recruiting, or attempting to recruit, non-existent individuals or fake legal entities (phantom partner registration);

3.5.6. Transferring money out:

- No funds can be cashed out without full KYC and AML verification. Before making their first transfer out request, partners must upload personal identification documents (copy of an ID card or passport as well as proof of address) in their web office. By doing this, partners identify themselves and comply with international KYC (know your client) and AML (anti money laundering) rules. Partners will be notified by email upon the successful completion of the identification process. Failure to meet this requirement to comply with KYC & AML rules results in the automatic rejection of the transfer request as the partner could not be properly identified.
- Partners must adhere to and comply in full with the tax legislation of their place of residence or jurisdiction. Prosperic is in no way responsible for its partners' tax payment obligations.  
Legal entities must produce a formal invoice before their commissions can be paid and transferred out. Services by the legal entity are provided and commissions are credited to the legal entity's cash account on a continuous basis but the periodicity of making out invoices is determined by the legal entity partner. The service period may not be longer than a year (ie. at least one invoice must be made out to Prosperic every year). The latest date for presenting invoices for any past year (or part thereof) is January 15 the following year. After that date Prosperic will not accept commission invoices for the previous year (or parts thereof) and commissions accumulated will not be paid.

### **3.6. What Prosperic expects from its network leaders**

3.6.1. Leaders are expected to motivate, train and educate all members of their team and to organize meetings for them on a regular basis.

3.6.2. Leaders are expected to inform members of their team of meeting venues and dates, any changes in the business concept or the compensation plan, any promotions and campaigns, new or discontinued products and services, etc. Leaders will maintain a steady and effective flow of information in their organization.

3.6.3. Leaders are expected to ensure that partners in their team adhere to the provisions and spirit of the Terms.

3.6.4. Prosperic leaders are free to represent other network marketing or direct sales companies and systems but are expected to adhere to the provisions - particularly 2.1.8., 2.1.9. and 2.1.13. - of the Prosperic Code of Ethics (see above).

### 3.7. Protecting sponsor lines

3.7.1. Partners may only have a maximum of four (4) positions in the system in their own name and email address. No KYC verification will be conducted on more than 4 positions.

3.7.2. Partners may only have their own positions in one line of sponsorship, and not in two or more. No partner may register a new position in a line other than his/her own downline. Attempts to the contrary will be filtered out and blocked by Prosperic.

3.7.3. As a general rule, Prosperic does not support requests for a change in sponsorship lines. In isolated instances, however, Prosperic may approve such requests in the interest of the network as a whole – providing all affected sponsors (up to 10 generations up) agree in writing to the requested change (downlines are not required to give their approval). In the event of a change of sponsorship request is examined and approved,

- only the partner making the request will be placed under a new sponsor (the partner's downline remains intact in the old line of sponsorship and no downline will be repositioned); or
- under extreme circumstances the entire downline may be repositioned under a new sponsor, providing such move is accepted by the upline and the Ethics Committee.

The partner requesting a change of sponsors will be charged a EUR 25 administration fee. The changes will be implemented in the structure within 30 days of approving the changes. When sponsors are changed, all previous activities, BV points and bonuses will be lost.

3.7.4. Married couples may register separately under two different names but they must sponsor one another; they cannot work in two separate lines of sponsorship (no crosslining).

3.7.5. Separation of a Prosperic position. Married couples usually build their business together. In the event of a separation or divorce, it is essential to protect uplines and downlines from any potential negative side effects and ensure their interests and income are not hurt. Prosperic will not split the bonus payments because a couple is getting a divorce. If one spouse relinquishes fully his/her rights to their business, he/she may rejoin the network under any partner after the required waiting period. In this case the divorced party loses his/her rights to their previous business, including downlines in and income from that business. The new business should be built from the start in the usual way.

3.7.6. If it turns out that a partner is actively building two separate (crossline) businesses under false or fictitious names, Prosperic will make steps to remedy the status quo.

3.7.7. Partners are free to ask for the termination of their positions, if they wish to end their association with Prosperic. This, however, will result in the partners becoming ineligible to receive commissions and other benefits as their positions will be cancelled. Once a previously active position is cancelled, the downline under that position will roll up one level – ie. the direct sponsor of the partner who has left becomes the new direct sponsor. Partners who decided to have their position terminated may reapply and register again as a

new partner, under their old sponsor or a new sponsor, after a period of minimum six months.

### **3.8. Double sponsoring**

Double sponsoring is not allowed. Double sponsoring happens when a natural person (or legal entity) intends to register as a new partner with Prosperic although he is already a registered partner, or over the previous 6 months has already been a registered partner in another line of sponsorship. Using the name of someone's spouse, other family member, corporate structure, the name of a company or association or using different identification documents or resorting to any other misleading practice to circumvent the „no double sponsoring” rule are also not allowed. Similarly, no partner is allowed to entice or encourage any other partner to change sponsors and register under him using any of the above unethical methods. Naturally, a change of sponsors may take place if it has already been approved by Prosperic and all parties as described in 3.7.3.

### **3.9. Change of ownership of a network group**

3.9.1. Selling / transferring a network group. A network group may only be sold or assigned to another party under special circumstances, such transfers must be approved in writing by Prosperic. The following need to be considered:

- The existing line of sponsorship should remain intact, if possible;
- The transferee (buyer or assignee) must be or must become an active Prosperic partner. If the buyer / assignee is already an active partner, he must relinquish his old position and group before he buys, takes over or takes an interest in the new position.
- Seller / transferor must meet any outstanding obligations to Prosperic before a transfer of his group may be approved.
- Seller / transferor will not be in breach of the Terms at the time of the sale / transfer.
- The sponsor of the seller / transferor has the first option to the purchase the group in question (ie. the sponsor must be approached first). In the event of the sponsor wishing to exercise his option to purchase the group, the group will be merged into the sponsor's group and the two groups begin to operate as one group.
- Purchase agreements must be properly prepared and submitted to Prosperic. Prosperic reserves the right to request further documents, if it is necessary to analyse further the background of the transaction, before an approval is given. Prosperic will respond to the transfer/sale request within 30 days of receiving all required documents. Prosperic reserves the right to approve or reject the request at its own discretion, keeping the best interest of the whole network in focus.

### **3.10. Termination of membership by Prosperic or its partners**

A partner's membership may be terminated by Prosperic in the following cases:

3.10.1. The partner breaches or acts in serious violation of the Terms – Prosperic may in this case terminate the membership, in writing, by sending a termination notice by sending an email. Such termination becomes effective on the day of delivery of such a notice.



3.10.2. Death of a partner. Positions with all bonuses, accumulated BV, rights to discounts, qualifications, rank and entitlements are inheritable, under the rules and regulations of inheritance law of the given country.

Please note: Prosperic will not be involved with the splitting of bonuses, discounts and other entitlements. Both natural persons and legal entities may take the position of a deceased partner.

If the beneficiary of the deceased partner's estate is already an active partner of Prosperic, the beneficiary may retain his/her original position as well as the one inherited from the deceased partner (this is an exception from the general „one member – one position” rule as defined in 3.8.). If a deceased partner's position is inherited by more than one person, the beneficiaries must form a legal entity with a tax number which entity will be the new partner of Prosperic. Prosperic will only pay bonuses to that legal entity.

3.10.3. Prosperic expressly reserves the right to terminate any and/or all partnership agreements in writing in the event management come to any of the following decisions:

- a) the company stops all its business activities;
- b) closes the operation and liquidates the company;
- c) discontinues the sale of its products and services through network marketing.

3.10.4. Partners may also decide to terminate their agreement with Prosperic at any time, in writing at 15 days notice, without giving any reason for such a termination. Written termination notices, containing the partner's name, signature, address, user name and ID number, should be sent to Prosperic by surface mail or email. Upon the termination of a partner's membership, the partner loses his/her position and all rights to discounts, commissions and rewards will be lost. New membership may be obtained (new registration made) a minimum of 6 months after a partner's membership was terminated. Prosperic reserves the right to reject the registration of its former partners.

#### **4. OBLIGATION TO MAINTAIN THE FLOW OF ACCURATE INFORMATION**

Prosperic uses its main web page <https://prosperic.net> and its partners' web office as its principal medium of communicating news, information and announcements of any new developments and/or changes. Changes or announcements will become effective on the day of such changes and announcements are posted on that web page.

Prosperic may also send occasional email newsletters to its partners. Partners will have the option to unsubscribe from this service at any time.

All notices sent via email are considered delivered unless the system indicates otherwise. Personal profile data and contact details provided by partners will be considered valid by Prosperic.

Prosperic also actively uses various social media (Facebook, Instagram, Twitter, etc.) platforms and groups to disseminate business information.



## 5. DATA PROTECTION AND PRIVACY RULES

5.1. Registration by partners with Prosperic includes the automatic acceptance by partners of the Privacy Policy and Refund Policy of Prosperic. Partners authorize Prosperic to securely and electronically store their personal data for statistical purposes as well as calculating bonuses and other benefits. Partners also authorize Prosperic to pass such personal data on to selected partners (upline) within the Prosperic network to the extent that it is required to build and maintain business communication. Partners warrant for the accuracy and validity of their personal data given by them to Prosperic. Prosperic' Privacy Policy and Refund Policy can be viewed on the web site; it forms an integral part of the Terms.

5.2. Confidentiality. Both Prosperic and partners will, under the Terms which forms the basis of their cooperation, treat all information, fact, data and know-how relating to their business activity as strictly confidential. Disclosing such confidential information to unauthorized third parties will be considered a breach of the Terms. Prosperic makes every effort to ensure that no personal data of its partners can be tampered with by outside parties.

5.3. Neither Prosperic nor its partners shall be held responsible for any loss or damages due to vis maior.

## 6. MISCELLANEOUS

**6.1. Communication email address.** Partners are required to provide a valid email address at registration so Prosperic may send all information, newsletters and notices to its partners without delay. It is the partners' responsibility to keep their contact details up to date.

**6.2. Language of communication.** The language of communication between Prosperic and its partners, during the course of their cooperation under the Terms, is English. Prosperic may choose to translate some or all of its texts into other languages at its own discretion.

**6.3. Settling disputes.** Prosperic and its partners are expected to settle any dispute that may arise between them under the Terms through direct negotiations. Should such negotiations produce no satisfactory results, Prosperic and/or its partners are subject - regardless of the citizenship of the partner - to the competence and jurisdiction of the London Court of International Arbitration, whereas - above the regulations of present Terms - , provisions of the law of the United Kingdom shall be applicable.

**6.4. Geographical restrictions.** Partners of Prosperic are free to start and develop their Prosperic business in any country, territory or jurisdiction. Partners may not ask for or may not receive territorial exclusivity for themselves or any third parties.

**6.5. Recruiting guidelines.** In order to protect the reputation and image of Prosperic, partners of Prosperic are not allowed to use unsolicited approaches on telephone and fax or to send email spam. Prospects must give prior approval before such approaches are made by partners as it is important that all communication takes place in a mutually accepted way. Partners are required to respect the dignity and privacy of their prospects, whether they are friends or strangers.

**6.6. The use of company logos and visual design elements.** All logos and visual elements used by Prosperic are the sole property of Prosperic.net Ltd. They are valuable design elements and trademarks which may not be used by partners and/or third parties unless prior written approval of the use of some or all design elements is provided by Prosperic. Partners found to be using Prosperic logos and design elements without approval will be asked to stop using them; failure to comply may lead to the termination of the partner's position.

**6.7. Use of domain names.** Partners are not allowed to use the Prosperic name or the company's commercial brands, product names, service logos, trademarks, or any other texts or images derived from them, in any of their domain names, Facebook and other social media pages, blogs, email addresses or any other online presence. It is specifically forbidden to register any domain name with any extension in any country, territory or jurisdiction that contains the word Prosperic or any other word and/or expression that may be seen as having anything in common with Prosperic and its business system. Partners found to be in breach of this rule will be asked to remove all unauthorized elements; failure to comply may lead to the termination of the partner's position.

**6.8. Use of marketing tools and the media.** Partners are only allowed to use promotional material (printed or electronic) that was produced by Prosperic or by partners under specific written approval from Prosperic. No partner is allowed to produce and distribute their own promotional literature, online or offline. Prosperic takes no responsibility for any loss or damage that may arise from the use of unauthorized promotional material.

**6.9. Business meetings and events.** No partner may hold large public meetings to promote their Prosperic business and make and publish audio and video recordings of such meetings online or offline without prior written approval from Prosperic.

**6.10.** Similarly, no Prosperic products may be placed on display or no media appearances may be arranged by partners without prior written consent from Prosperic. Any request from or approach by any media outlet (newspapers, TV and radio stations, online media, etc.) should be handled with extreme care. No partners are allowed to respond to such enquiries and approaches independently, on behalf of Prosperic; partners must report such requests and approaches immediately to Prosperic. The company will respond to calls from the media and handle all media enquiries and approaches in order to provide the general public with accurate and unbiased information about the activities of Prosperic and the benefits of our business. Partners found to be in breach of this rule will receive a warning from Prosperic; failure to comply may lead to the termination of the partner's position.

**6.11. Licences and approvals.** As a general rule, direct sales companies are not required to obtain any specific licence or approval to carry out their businesses and no standard licencing procedure exists. Therefore, partners are not allowed to make any statement to the effect, or generate an impression, that the business model developed and used by Prosperic has been „licensed“ or „approved“ or in any way „recognized“ by any authority.

**6.12. Lapses.** All claims by partners against Prosperic will lapse after 1 year. If a partner wishes to initiate legal action against Prosperic for any mistake or omission made by the company under the Terms, the partner must start the process within twelve months of the date of the mistake or omission in question. If the partner fails to present his claim in writing within twelve months of the date of the mistake or omission, his claim lapses. In this case the partner loses his right to claim a remedy, compensation and/or damages in any shape or form. No group claims may be made against Prosperic under a class action; only individual partners may come up with claims against Prosperic.

**6.13. Partial invalidity.** Should any section or element of the current Terms prove to become invalid or unenforceable, that invalid or unenforceable section or element must be treated separately from the main body of the Terms as if that section and element have never been part of the Terms. Any invalidity or unenforceability of any section or element does not affect the validity and enforceability of all other parts and provisions of the Terms.



**END OF DOCUMENT**