



Synergy Education International Pvt. Ltd.

Corp. Office : "Trivedi Chambers" 2, Maharani Road, Indore - 452007 (M.P.)

Ph.: +91-731-4235800 Fax : 4278801

Email : contact@ourebiz.net Visit us at: www.ourebiz.net



CAREFULLY READ THE FOLLOWING LICENSE AGREEMENT. YOU ACCEPT AND AGREE TO BE BOUND BY THIS LICENSE AGREEMENT. IT IS AN INTEGRAL PART OF THE REPRESENTATIVE AGREEMENT WHICH MUST BE AGREED TO UPON PURCHASE. BY SIGNING AND DATING THE REPRESENTATIVE AGREEMENT AND SENDING WITH PAYMENT BY COURIER/POST OR FAXING TO THE COMPANY OR AGREEING ELECTRONICALLY WHILE REGISTERING, YOU ARE INDICATING THAT YOU HAVE READ THIS AGREEMENT AND ACCEPT IT'S TERMS. IF YOU DO NOT AGREE TO THIS LICENSE, DO NOT PROCEED!

1.0 LICENSE GRANT

"You", "your", "representative", "Independent Business Owner (IBO)" and "Buyer" mean the person or company who is being licensed to use and/or market the 'Our-e-biz' system ('Our-e-biz'). "Seller", "Company", "We," "us" and "our" means Synergy Educational International Pvt Ltd "Sales Affiliate/Associate" refers to someone who is making a retail sale to a Buyer, and "Third Parties" refers to other companies, programs or products being marketed on the 'Our-e-biz' system.

- A) For the purchase price of Rs44990 or \$1997, we hereby grant you a nonexclusive license to use the 'Our-e-biz' system for 24 months. After that, you may renew for another 24 months for aRs 10000 or \$897 payment.
- B) For the purchase price of Rs20990 or \$1225, we hereby grant you a nonexclusive license to use the 'Our-e-biz' system for 18 months. After that, you may renew for another 18 months for aRs7500 or \$600 payment.
- C) For the purchase price of Rs12490 or \$799, we hereby grant you a nonexclusive license to use the 'Our-e-biz' system for 12 months. After that, you may renew for another 12 months for aRs5000 or \$399 payment.
- D) For the purchase price of Rs8490 or \$497, we hereby grant you a nonexclusive license to use the 'Our-e-biz' system for 9 months. After that, you may renew for another 9 months for aRs2500 or \$247 payment.
- E) For the purchase price of Rs 4990 or \$297, we hereby grant you a nonexclusive license to use the 'Our-e-biz' system for 6 months. After that, you may renew for another 6 months for aRs1500 or \$147 payment.

2.0 BECOMING A SALES ASSOCIATE

Someone may become a sales associate for the 'Our-e-biz' system without making a system license purchase. They will pay aRs 2000 or \$150 non-refundable processing fee and will have to make three license sales to qualify for receiving profits. Any Associate sale made does not count towards qualifying for profits. If all three license sales are of the same license type then the Associate qualifies for the same license type. If out of the three license sales, two license types are similar then the Associate qualifies for that license. Finally if all three license types sold by the Associate are different, the Associate qualifies for the lowest license type sold.

An Associate shall not be provided any marketing or sales assistance until he/she has qualified for a license type. This implies, the Company will not entertain any call back requests received through promotional efforts of an Associate. Full sales support shall be available to the Associate as soon as he/she produces her 3 license sales and becomes qualified for a license type.

3.0 UPGRADING

Buyer may upgrade from the Rs 2000 (\$150) sales associate position by purchasing a 24/18/12/9/6 month license agreement. Buyer may upgrade from a lower license level by paying the difference between the cost of license held and the purchase price of the higher license level. Upgrades shall not be subject to the Refund Policy.

3.1 RENEWAL OF LICENSE

Buyer is required to renew his/her license at-least 1 week prior to its expiry. In the event of a buyer not paying the renewal amount before the license expires, any commissions due to the buyer after the expiry date, shall be adjusted towards the renewal fee until the complete renewal amount is recovered. Upon full recovery of renewal amount, the license will be renewed, according to the license type, from the initial date of expiration and the buyer will continue receiving the normal commissions. Where the buyer renews the license before expiry, he/she will continue to receive normal sales commissions.



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4.0 QUALIFYING LEVELS

This compensation plan is known as a "Single Step Split Compensation Plan" (S-3CP). This simply means that the profits of first and second sale your system makes rolls up and splits with the IBO you purchased from (if he/she is qualified) or to the company as the case may be. Once this first sale is made, you become "qualified" at one of five levels. If you purchased the 24 month license and your first sale is a 24 month license, then you are qualified thereafter to receive Rs13050 (\$1100) or Rs6525 (\$550) split profit for each 24 month sale made and Rs6050 (\$625) or Rs3025 (\$312) split for each 18 month license sold and likewise. The maximum profit an IBO can earn is always equivalent to the maximum commission associated with the license that the IBO has himself/herself purchased. For example if an IBO at Starter Level generates a Premium Sale, the IBO shall be eligible for Rs2400 (\$250) or Rs1200 (\$125) split commission and the balance of the profit (Rs10,650 (\$825)) will go to that IBO who is at Premium License level in his Line of Sponsorship.

5.0 PAYMENT FOR LICENSE PURCHASED

Payment of the full license value should reach the Company within 14 calendar days of signing up (date of registration). Non receipt of payment within this period shall lead to unconditional termination on the IBO's registration. During the aforesaid 14 day period a maximum of ten calls will be made to prospects of the IBO. In the event of the IBO's registration getting terminated due to non payment, any/all call back requests received through the IBO's ID shall be distributed to other IBOs or transferred to the Company at the discretion of the Company.

As a matter of policy, the Company does not accept part payments of the license value. Yet if an IBO decides to make a part payment using any payment method and at his own discretion, he/she disqualifies immediately for the refund option and the IBO shall still be liable to make the full payment within the stipulated 14 days period mentioned above. If the IBO fails to make the full remittance within this period, he/she shall not be eligible for any refund of the amount already paid and his/her registration shall also be liable for termination at the discretion of the Company.

The Company has not appointed any agents or distributors and no Company or individual is authorized to collect payments on Company's behalf. All payments are to be made directly to us through our approved methods of payment. The Company shall take no responsibility for any payment made to any individual/company or entity other than Synergy Education International Pvt. Ltd.

6.0 QUALIFYING SALE/POWERLINE STATUS

A registration happening under the sponsorship of an IBO will accrue the status of Qualifying sale/Powerline only when full payment is realized from the person registering. An unpaid registration will remain in the system for a period of 14 calendar days and will be terminated thereafter. Thus, as an example, if an IBO has 5 unpaid registrations under his/her sponsorship, none of these registrations will be treated as his/her Qualifying sale or Powerline. As soon as payment is realized from any of these registrations, that registration will be treated as a Sale and the IBO will become Qualified or receive a Powerline as the case may be. In the event of the IBO himself remaining unpaid, the sale shall be transferred to the Company.

7.0 PROCESSING FEE AND POSTAGE/HANDLING CHARGES

All International payments in USD shall attract 1.7% and payments in INR shall be subject to 2.5% processing charge. Postage and handling charge of \$40 for International customers and Rs 100 for Indian customers shall be applicable on initial registration and Rs 57 while forwarding commission cheques. For initial registration the processing fee and postage/handling charges will be added to the billing amount. While forwarding commission cheques, the postage/handling charges shall be deducted from the commission payable.

8.0 DISPATCH OF WELCOME KIT/GIFTS/VOUCHERS/PAYMENTS

All material like Welcome kit, commission cheque, gifts/vouchers if any, are dispatched with due diligence by the Seller. The Seller however shall in no way be responsible for non-delivery, loss in transit or any damage in transit to such material. If any material dispatched by the Seller is returned to sender for reasons of incorrect address, addressee not available to receive delivery or any other reason, the IBO shall then arrange to collect the said material from the office of the Seller. If the IBO wishes that the material be resent to him/her via courier/post, the IBO shall have to bear the cost of such re-shipment. The Welcome Kit is dispatched after the 14 days refund period is over in case the



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buyer pays within this period or within 48 - 72 hrs from the date of receipt of payment if the buyer pays after 14 days from the date of his/her registration. The dispatch may be delayed if the buyer is not available to verify his address.

9.0 REASSIGNMENT OF SALES

If, in the sole judgment of the company, an IBO/sales associate acts in an unprofessional manner, such that a potential buyer insists they will not purchase a 'Our-e-biz' system from that IBO/sales associate, the company may assign that sale to another 'Our-e-biz' IBO.

10.0 TITLE

We remain the owner of all right, title and interest in the 'Our-e-biz' system , its related software, systems and explanatory written materials ("Documentation").

The 'Our-e-biz' system and its Software contain trade secrets and proprietary know-how that belong to us and it is being made available to you in strict confidence. ANY USE OR DISCLOSURE OF THE SYSTEM, SOFTWARE, OR OF ITS ALGORITHMS, PROTOCOLS OR INTERFACES, OTHER THAN IN STRICT ACCORDANCE WITH THIS LICENSE AGREEMENT, MAY BE ACTIONABLE AS A VIOLATION OF OUR TRADE SECRET RIGHTS AND ATTRACT LEGAL ACTION AGAINST YOU.

11.0 THINGS YOU MAY NOT DO

You must treat the System, Software and Documentation like any other copyrighted material. You may not:

- a) Copy the Documentation
- b) Copy the Software
- c) Reverse engineer, disassemble, decompile or make any attempt to discover the source code of the Software,
- d) Place the Software onto a server so that it is accessible via a public network such as the Internet, or
- e) Sublicense, rent, lease or lend any portion of the System, Software or Documentation.

12.0 TRANSFERS

You may transfer all your rights to use the 'Our-e-biz' system , Software and Documentation to another person or legal entity provided you transfer this Agreement, the Software and Documentation, including all copies, updates and prior versions to such person or entity and that you retain no copies, including copies stored on computer. Such transfer is subject strictly to prior written approval by the Synergy Educational International Pvt Ltd. Any transfers made otherwise the transfer shall be void and not binding on the company.

13.0 REFUND POLICY

The 'Our-e-biz' system is sold with a 14 days money back guarantee. The retail value of the license purchased by the IBO, less Rs 2000 or \$150 processing charge, shall be refunded. The 14 days period for refund is calculated from date of registration. The Buyer shall lose his eligibility to ask for refund after the 14th day from the date of his/her registration irrespective of when he/she makes the payment. Cancellation of service or request for a refund must be notified in writing to Synergy Educational International Pvt Ltd. The Buyer understands that all rights to review the 'Our-e-biz' system and all license or resale rights terminate when a refund is issued. Selling of a product in which you have no ownership interest or resale license rights is a crime as well as breach of this agreement. Giving the Buyer a refund during the refund period is the full and complete liability that the Seller has to the Buyer. Buyer agrees that the length of the refund period is reasonable and further agrees to examine, read, and understand the 'Our-e-biz' system or service during the 14 day refund period as a material consideration required by the Seller and Sales Affiliate as part of the purchase price. Buyer further warrants that he or she will make a determination during the refund period if the 'Our-e-biz' system is as described and to decide whether the Buyer wishes to continue with the 'Our-e-biz' system. IF THE BUYER DOES NOT PROPERLY CONTACT THE SELLER DURING THIS REFUND PERIOD, BUYER AGREES THAT THE SELLER MAY CONSTRUE SILENCE AS A FULL, COMPLETE AND FINAL ACCEPTANCE OF THE PRODUCT OR SERVICE WITH NO FURTHER RIGHT OF REDRESS OR REFUND FOR ANY REASON WHATSOEVER.



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14.0 WARRANTY/GUARANTEE

The 'Our-e-biz' system is sold 'as is' without warranty or guarantee of any kind, either expressed or implied, including no warranty as to merchantability or fitness for a particular purpose. The Seller warrants and guarantees absolutely nothing. There is no 'warranty period.' There is a 14 day refund period. However, in the event that the Buyer claims that the product is defective, the sole remedy to the Buyer is to accept a refund of the purchase price less processing charges as applicable. The period for the Buyer to determine if the product is defective and request a replacement or refund is 14 days from the date of the order/registration. During this 14 day period, the Buyer may request and will receive a refund from the company for any reason.

If the sales or promotional material conflict with this "as is" warranty, then the sales and promotional material are herewith incorporated and shall be controlling. However, in no case, shall the warranty period be construed to be longer than the refund period. If the Buyer is purchasing, through this site, a product, including services, that is to be provided by a third party, the Buyer must look to the third party for additional warranties or guarantees, and understands that the warranties available through this site, if any are offered or construed, are extremely limited, restrictive, and short.

15.0 ASSUMPTION OF RISK

Buyer agrees to accept all risk associated with the use of this product, including but not limited to, the use of the product personally or in business, all taxes and regulations applicable to this product, all legal compliance issues related to this product. Buyer warrants an understanding that the Seller and the Sales Affiliate are disclaiming all liability from harm of any kind or nature caused directly or indirectly from this product. Buyer agrees, as part of the consideration required to purchase this product, to carefully review and test this product during the refund period and to immediately request a refund if the product is not satisfactory.

16.0 MARKETING

If Buyer develops any marketing or advertising materials or websites or anything else designed to develop their 'Our-e-biz' business, these materials must prominently display the disclaimer: "This is NOT an official 'Our-e-biz' or Synergy Educational International Pvt Ltd (website, brochure, etc)" "This is the private (website, brochure) of (Name or group) which is solely responsible for its content." The Buyer accepts all responsibility for any statements or claims made in these materials and holds the Synergy Educational International Pvt Ltd, its owners, employees and Associates indemnified from any action provoked by Buyer's marketing materials or efforts. Buyer may not use domain names that would make people think they are official 'Our-e-biz' sites. Examples of such disallowed domains would be www.ourebiz.com, or www.ourebiz.org, or any other domain using 'Our-e-biz' or Synergy Educational International Pvt Ltd in any way, shape or form.

17.0 LIMITATION OF LIABILITY AND DISCLAIMER

Buyer warrants an understanding, as required consideration, that the Seller of this product disclaims all liability for the product or damages resulting from use or reliance upon this product for any reason. Buyer understands that Seller and Sales Affiliate disclaim liability for any information contained in sales or promotional materials or the product itself that is unintentionally misleading or incorrect that might cause damage to Buyer.

Buyer expressly waives and indemnifies the company, its director/s, owner, promoters and staff of any and all claims for consequential, speculative, and unforeseeable damages resulting from the purchase or use of this product or from subsequent contact with Seller, Sales Affiliate or Third Parties.

Buyer expressly agrees that no matter what may happen because of his or her purchase of this product, or no matter what damage may be allegedly or actually caused by the use of this product, or no matter the harm or damage that may result directly or indirectly from the purchase of this product, for any reason whatsoever, that the absolute maximum extent of Seller's and Sales Affiliate's liability shall be an amount no greater than the wholesale purchase price of the product.

Buyer agrees and understands that, Seller, specifically but not exclusively, disclaims liability for all damage to Buyer's person or business by using this product, including loss of profit. Seller disclaims liability for Buyer's interaction with Third Parties. Seller and Sales Affiliate disclaim liability for Buyer's interaction with other visitors or purchasers of 'Our-e-biz' Systems.



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18.0 LIMITATION OF LIABILITY FROM ERRONEOUS PRODUCT CONTENT

Buyer agrees that the Seller's and Sales Affiliates total liability, even for erroneous product content that causes damage to the Buyer, shall be limited to the wholesale purchase price paid for the product.

19.0 LIMITATION OF LIABILITY FROM HARM CAUSED BY THE PRODUCT

Buyer agrees that the Seller's and Sales Affiliate's total liability, even from harm caused to the Buyer or to others from use of the product, shall be limited to the wholesale purchase price paid for the product.

20.0 LIMITATION OF LIABILITY FROM ALL OTHER INJURIES OF ANY KIND

Buyer agrees that the Seller's and Sales Affiliate's total liability, for any other injury, harm, or tort of any kind, whether foreseeable or unforeseeable, shall be limited to the purchase price paid for the product.

21.0 LIMITATION ON THE LIABILITY LIMITATION

Buyer understands that some states do not allow limitation of liability.

22.0 TERM AND TERMINATION

This license agreement takes effect upon your payment of the licensing fees and remains in effect for the term of the initial license or any extension thereof. You may terminate it at any time by contacting Synergy Educational International Pvt Ltd in writing. It will also automatically terminate if you fail to comply with any term or condition of this license agreement or the representative agreement. In the case of termination due to violation of any term of either agreement, no funds will be refunded.

23.0 SPECIFIC DISCLAIMERS AS TO 'RESULTS CLAIMS', 'INCOME CLAIMS', OR 'EARNINGS CLAIMS' IN SALES AND PROMOTIONAL MATERIALS, WEBSITES OR PRODUCT

If claims about results from using this product or if claims about income or earnings resulting from the use of this product are made, such claims are true for the persons who made the claims, including claims made by the Sales Affiliate about its own experience with the product. However, Buyer cannot simply rely on these statements as being duplicable by Buyer because many factors affect results. Nothing promoted on this website or promotional material should be construed as a 'Get rich quick' scheme. The 'Our-e-biz' system ('Our-e-biz') simply presents an opportunity to earn from the marketing of the company's educational products. The income and earnings statements, if any, tend to reflect the more successful cases and Buyer should not construe this as being the 'average' or usual occurrence.

Where this disclaimer and claims made in sales and promotional materials or the product are in conflict, this License Agreement shall be controlling. The sole burden is on the Buyer to substantiate any deliberate deception. Buyer accepts the obligation to reimburse the Seller for all court costs, investigation costs, attorney fees, and all litigation-related costs in the event Buyer brings suit against the Seller and does not prevail in court or at arbitration.

No warranties are made whatsoever about the amount of money, if any, that Buyer will earn from this product or service and Buyer warrants an understanding that Buyer's only course of action is to test this product and material for the extent of the refund period and request a refund if Buyer is not satisfied prior to its expiration.

Buyer, again, warrants an understanding that in any event, for any reason, no matter the amount of damages claimed, as a material part of the consideration for purchase of this product, the maximum amount of liability shall be the purchase price of the product.

Buyer also warrants an understanding that though the seller will make its best efforts to communicate with the prospects of the buyer, seller does not guarantee any minimum number or calls or sales the seller can or will be able to make.

24.0 PRIVACY POLICY ACCEPTED

Buyer expressly accepts the terms of the Privacy Policy of Seller's website.

25.0 TERMS OF USE ACCEPTED

Buyer expressly accepts the Terms of Use of the Seller's website.



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Buyer expressly accepts the terms of the Representative Agreement and understands that this License Agreement in its entirety is part of the Representative Agreement. When agreeing to the Representative Agreement, Buyer acknowledges total acceptance of all the terms of this License Agreement as well.

26.0 RIGHT TO PUBLISH SUBMISSIONS

Buyer agrees that Seller may publish for commercial purposes the full or partial content of any testimonials offered by Buyer at the Seller's sole discretion.

27.0 INDEMNIFICATION

Buyer agrees to indemnify Seller, its director/s, owner, promoters and staff for any and all damage that Buyer may be caused by using the product/service or information contained on the 'Our-e-biz' website that results in a damage award against the Seller and any earnings or sales claims whatsoever. This specifically includes any damage caused through the marketing of any Third Party programs or products.

28.0 BUYER'S RIGHT TO CEASE SELLING 'Our-e-biz' PRODUCT

Buyer may at any time discontinue their subscription to the 'Our-e-biz' by contacting the payment processor directly. It is the Buyer's responsibility to make this contact with the payment processor if they are on automatic subscription renewal mode.

29.0 PROFESSIONAL BEHAVIOR

Buyer agrees to conduct his or her business in a professional manner at all times. This includes the handling of any complaints through the private channels established for handling any misunderstandings or complaints. Buyer agrees to privately raise any concerns, complaints, and requests for additional information or assistance first with his or her sponsor, and if necessary, with company management. Ultimately, if an issue cannot be resolved through this private process, this Agreement stipulates that the parties to any dispute submit the matter to binding Arbitration as noted in the next section of this Agreement. Buyer agrees that any public discussion of complaints or making negative statements about 'Our-e-biz', its management, its membership or its affiliates in any public forum of any kind... by posting on blogs or other websites, or using company or team conducted public forums, such as online conferences, or any other means... is a violation of these Terms and Conditions. Such violation is cause for immediate termination and forfeiture of all rights as a 'Our-e-biz' owner. There will not be any refund of any monies paid. Furthermore, buyer understands that the Synergy Educational International Pvt Ltd will be eligible to sue for damages if potential prospects for System purchases may have been dissuaded from purchasing due to buyer's violation of this section of 'Our-e-biz' Terms and Conditions.

30.0 ARBITRATION

As part of the consideration that the Seller requires, Buyer agrees to use binding arbitration for any claim, dispute, or controversy ("CLAIM") of any kind (whether in contract, tort or otherwise) arising out of or relating to this purchase, this product, including solicitation issues, privacy issues, and terms of use issues.

Arbitration shall be conducted pursuant to the Indian Arbitration Act effective on the date a dispute. In no case shall the Buyer have the right to go to court of law or have a jury trial. Buyer will not have the right to engage in pre-trial discovery except as provided in the rules; you will not have the right to participate as a representative or member of any class of claimants pertaining to any claim subject to arbitration; the arbitrator's decision will be final and binding with limited rights of appeal.

The prevailing party shall be reimbursed by the other party for any and all costs associated with the dispute arbitration, including attorney fees, collection fees, investigation fees, travel expenses.

31.0 JURISDICTION AND VENUE

If any matter concerning this purchase shall be brought before a court of law, pre- or post-arbitration, Buyer agrees that the sole and proper jurisdiction to be Indore, MP, India.

32.0 NOTICE

Buyer herewith agrees to receive Notice of Changes, Litigation, Service of Process, Cancellation, Termination, and Modification of service or product at the email/postal address provided to Seller



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during the purchase process. Further, Buyer agrees that the right to contact Buyer concerning legal notice shall not be terminated by previously submitted 'unsubscribed' notices and specifically agrees that any notification to cease contact shall not be binding upon the Seller in regards to Notice of Change, Litigation, Service of Process, Cancellation of Product or Service or Membership or Subscription, Termination of a program, product or website, or Modification of the terms of service or product. Additionally, the Buyer grants Seller irrevocable right to contact him or her via mail or telephone concerning any of these issues irrespective of other rights the Buyer has to sever contact with Seller.

33.0 COSTS

The prevailing party to any arbitration or litigation will be entitled to collect attorney fees and all other costs of the arbitration or litigation, including filing fees, investigation fees, collection fees, and travel expenses from the other party.

34.0 MODIFICATION

The Synergy Educational International Pvt Ltd reserves the right to unilaterally amend this License Agreement without notice to the Buyer and it is the responsibility of the Buyer to keep current with such modifications. All modifications are fully enforceable, as though they were held within the original agreement.

35.0 ENFORCEABILITY OF PROVISIONS

In the event that some provisions, terms, conditions of the License Agreement are held to be invalid or unenforceable, the remainder of the provisions that are enforceable shall control. Additionally, Buyer and Seller agree that, if any provision is found to be invalid or unenforceable, the arbitrating panel will construe such provision to the maximum extent that it might be found to be valid or enforceable.

36.0 WAIVER OF BREACH

The Seller's failure to enforce any term or condition cited herein shall not be construed as a modification, amendment, or waiver of this agreement's terms and conditions, or any portion thereof. Likewise, Seller's failure to enforce any term or condition shall not constitute a waiver of other agreement breaches that may be effected by the Buyer.

37.0 SELLER CONTACT INFORMATION

The Synergy Educational International Pvt Ltd
Trivedi Chambers, 2 Maharani Road
Indore (MP)
India – 452001
contact@ourebiz.net

38.0 FINAL ACCEPTANCE

By taking the affirmative step registering as an IBO or Associate and/or replicating any part of the 'Our-e-biz' system , and/or purchasing a License Agreement to use the 'Our-e-biz' system , and/or submitting a new prospect information form, or subscribing to 'Our-e-biz' Updates, and/or signing the Representative Agreement, you, the Buyer, attest that you have fully read, understand, and accept the terms of this License, and warrant to the Seller that said affirmative acceptance shall be deemed to be the same as if you had affixed your signature to this License Agreement contract.

The Synergy Educational International Pvt Ltd, 'Trivedi Chambers', 2 Maharani Road, Indore – 452001 (M.P.), India

39.0 OUR PRIVACY POLICY

The Synergy Educational International Pvt Ltd, is committed to protecting the privacy of our online visitors. All online visitor data collected by us is protected against unauthorized access.

40.0 CHILDREN'S PRIVACY

We do not knowingly collect personal information from children under the age of 18. If we learn that we have personal information on a child under the age of 18, we will delete that information from our systems.