

Policies And Procedures

International Edition

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Introduction

These Policies and Procedures, the Application Form, and Fee Rebate System, constitute the complete Agreement (hereinafter referred to as “Agreement”) between a Member and SynergyBizNet.com (referred to herein as “the Company”).

The Company has sole discretion to modify any of these documents. These Policies & Procedures, or any changes, alterations, additions, deletions or amendments thereto will be posted on the Company’s website and will be effective concurrent with the date of posting.

It is the responsibility of each Member to regularly review the most current version of these Policies and Procedures, and to operate under same.

Section 1 - Definitions

In this document the following words have the following meanings:- “Subscriber” - an individual or entity that has been accepted as a Subscriber by the company. A subscriber differs only to a member in that they do not participate in the Fee Rebate System.

“Fee Rebate System” means the system adopted from time to time by the Company to reward Members for promoting and supporting membership, the terms of which are disclosed on the website for the Company.

“GST” means a goods and services tax, value added tax, consumption tax or any similar tax imposed in Australia.

“GST Law” has, under Australian Law, the meaning given to it in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

“Active Member” - a Member who is financial. To be financial the Company must receive the monthly subscription by the end of the calendar month. In addition members must have nominated to participate in the Fee Rebate System, accepted the Terms & Conditions and supplied their Business Registration details.

“Introducer” - the Member that the Company acknowledges as being the referrer of a new Member or Subscriber to the Company.

“Agreement” - A compilation of documents that include these Policies and Procedures, the Fee Rebate System and Application Form.

“Monthly Fee” - means the monthly fee advised from time to time by the Company.

“Network Member (Member)” - Reference to a Member or subscriber in relationship to a network organisation.

“Personal Network” - the network of Members (network members) that have been placed within the network of the Members.

“Personal Network Registration” - is effected by the online processing of a Membership Application Form and the placement of the new Member into an existing Network by the Introducer. Once a new Member has been Placed by the Introducer then that placement cannot be altered without Authorisation of the Company.

“Member Application Form” - The official Member Application Form is the Online Registration System. Any paper representation serves the purpose of collecting and summarising information for entering into the online system. Acceptance of Policies and Procedures is effected once the Member electronically agrees to the Terms and Conditions.

“Code of Practice” - the Code of Practice directly Applicable to the country of residence of the Member. These documents outline the requirements applicable to the Direct Selling Industry generally.

“Total Rebatable Amount” - A specified proportion of each months Member’s fee is allocated for Team Rebates and Bonus’s. This amount less the following items will be distributed in total to Active Members according to the Fee Rebate System. Deductible items include:

- Merchant Fees Incurred by the Company,
- Foreign Exchange Fees incurred by the Company,
- Bank Fees incurred by the company,
- Quick Start Bonuses, and
- Other items that may arise from time to time.

“Team Rebate” - the fee rebate earned based on the Fee Rebate System.

“Bonus” - The Total Rebatable Amount less total Team Rebates that is distributed to Members as a bonus. Refer to the Fee Rebate System.

“Organization” - All Members located within a Members Personal Network.

“Placement” - the process of an Introducer placing a new Member into their organization. A new Member is not Active until this information is entered into the Online system.

“Sponsor” - the Member to which a new Member is attached by the Introducer in relation to the Fee Rebate Structure. The Sponsor is a Network Member within the Personal Network of the Introducer.

“Purging” - the process of maintaining the network structure. Purging includes the suspension or deletion of Members and Subscribers.

“Fees and Taxes” - Government Fees and Taxes that may be imposed on services provided. May include Sales Tax, Stamp Duties, Value Added Taxes (VAT) and Goods and Services Tax (GST).

“Upline” - all Members above the Members organization

“Calendar Month” - Commences on the first of the month and ends on the last day of the month in the time zone of the International Date Line.

Section 2 – Becoming a Subscriber or Member

2.1 A person or entity may become a Subscriber or Member by Registering online and being placed within the network. The Company reserves the right to accept or reject the Online Registration at any time.

2.2 A person shall be at least eighteen years of age to become a Subscriber or Member. Refer Terms and Conditions attached as “Addendum A”.

2.3 By payment of the Monthly fee, Subscribers and Members are entitled to the associated advertising and referral services provided by the Company.

2.4 Subscribers and Members agree that the payment of the Monthly fee, the registering of a new Subscriber or Member or receiving a fee rebate from the Company shall act as confirmation that

the Member has read, understood and agreed to the Agreement.

2.5 A subscriber agrees to being a member through the process of electing to participate in the Fee Rebate System.

2.6 The legislation of some countries and States may be such that full membership may not be available to residents of those legislatures.

Section 3 – Member Agreement and Restrictions

3.1 Members agree to abide by the laws of their country and place of residence. This includes National, State, Regional and local laws.

3.2 Unless otherwise specified, the Agreement must be submitted online at www.SynergyBizNet.com. The Company may permit the submission by fax or email. A Member Agreement that is incomplete, incorrect in any respect or filed in the wrong country may be considered invalid.

3.3 Upon request by the Company, the Member must provide proof of age, proof of residency, proof of ability to lawfully conduct business in the country corresponding to that specified in the online application.

3.4 A unique Member Identification Reference will be confirmed once the Application has been processed. Government Identification Numbers depending on the Country of residence will be provided to the Company for taxation purposes. All Fee Rebates and Bonuses are paid to the name of the Entity registered. The Member is responsible to ensure the Government Identification Numbers agree with the Entity details registered.

3.5 The requirements for an entity other than an Individual are as follows:

3.5.1 Upon request by the Company, the controller must provide proof of residency for the entity and proof of ability to legally conduct business in the country corresponding to that specified in the online application.

3.5.2 Upon request, an Entity, will provide Government Identification Numbers depending on the Country of residence to the Company for taxation and National Security purposes.

3.5.3 A Member may not convey, assign, or otherwise transfer any right conveyed by the Member Agreement to any person without the express, prior written consent of the Company. The Member may delegate his responsibilities but is ultimately responsible for insuring compliance with the Agreement and applicable laws and regulations.

3.5.4 A Member must inform the Company of any changes affecting the accuracy of the Member Agreement or Member Application. Changes to an organization must record the changes using the online system facilities. The Company reserves the right to charge a fee to change a Member Identification Number or to process other administrative services that are requested to be performed by the Company. There is no charge for a change of address, telephone number, addition of person(s), or the correction of clerical error(s).

3.5.5 A person or entity becomes an approved Member on the date the Member Agreement is received and accepted at the Company's corporate office or the date nominated by the Member which ever is the latest. A person or entity must become an approved Member by the last working day of a calendar month in order to be included in that Fee Rebate and Bonus calculation.

3.6 A Member should not have a financial interest in more than one Organization without the approval of the Company. A Member can have numerous memberships within the same Organization.

3.7 A Member may establish an organization under a different Introducer and or Sponsor only if that Member has not been "Active" or receiving Fee Rebates for a six (6) month period prior to establishing a new organization.

3.8 A Member may not encourage, entice, or otherwise assist another Member to transfer to a different Introducer or Sponsor. This includes, but is not limited to, offering financial or other tangible incentives for another Member to terminate an existing organization and then re-subscribe under a different Introducer or Sponsor.

3.9 A Member who wishes to change the Entity Structure for ownership purposes may do so by application to the Company.

3.10 A Member may dispose of, transfer, or otherwise assign his/her/its organization assets in any manner allowed by applicable law (including sale, gift, or bequest) with the prior written consent of the Company, which will not be unreasonably withheld, and with written approval from his/her/its Introducer. Any assets that take the form of claims to compensation or satisfaction of contractual obligations, from or by the Company, will not be recognized as assets of the transferee on the records of the Company until the Company has received written notification of the transfer and has given its formal written approval. The organization transferred is subject to all remedial measures under the Agreement that may have arisen prior to the transfer. Notwithstanding the other requirements set out herein, the Company will permit you to transfer your subscription only if your position has been operating at Director ranking for a minimum of six (6) months.

3.10.1 A Member is permitted to will their subscription.

3.10.2 When a Member meets all of the qualifications stated above in Section 3.10 for transferring, disposing, selling or assigning an Organization to another individual or entity; a copy of the transaction or agreement between the parties must be submitted to the Company as evidence of the transaction.

3.11 A Member is prohibited from fabricating information or registering any individual or entity as a Member without their knowledge and/or consent.

3.12 The Company may reject a Subscription / Membership Application, declare any subscription void from its inception, or terminate a subscription if the Member:

3.12.1 Fails to provide documentation requested or required by the Company; or

3.12.2 Provides to the Company false or inaccurate information or fails to correct false or inaccurate information; or

3.12.3 Violates any provision in this Agreement.

Section 4 – Introductions

4.1 When offering the Company's program to prospective Personal Network Members, Members are required to present the program in its entirety, without omission, distortion or misrepresentation. Any additional offers, representations or agreements made by a Member in connection with the Company's program are prohibited and may result in the termination of the subscription.

4.2 Occasionally, one or more individuals may contact the same prospect, resulting in a dispute of the introduction rights. A new Subscriber / Member has the right to choose their Introducer. The Company will not mediate such disputes and will recognize as Introducer the person whose name appears as Introducer on the first Application processed in its entirety. In the event that more than one (1) application has been processed with conflicting Introducer information, the Application first processed will be recognized as binding and changes will not be allowed.

4.3 If the Company believes that a Member falsely represents the Company and fails to honour this policy, the Company may, at its sole discretion, terminate the Member.

4.4 Placement in Organization. A Member builds a referral organization by introducing new Members and placing them in the Organization. The Introducer of any new Member is responsible to place the new Member into his/her/its Organization. Following the placement by the Introducing Member, the new Member may not be moved to any other location in the Organization, except as authorized by the Company under the provisions herein.

4.5 If the Member makes a mistake in a placement, the Introducing Member may Request the Company within seven (7) days of the date of placement of the new Member to alter the placement. The Company reserves the right to accept or reject the request. The Company also has the right to seek reimbursement from any Member of any Fee Rebates or bonuses resulting from the correction, and any time expended by the Company to correct any errors.

4.6 Upline Members who Introduce new Members may place them in a Network Members Organization in an attempt to maximize the Company's Fee Rebate System. This process is vital in building a Member's Organization. The Company acknowledges that a Member may be building the same leg at the same time as being built by the upline. If at the time of placement of a new Member the placement position has already been filled, the new Member may be placed automatically by the

system.

4.7 The changing of Introducer and or Sponsor is not permitted. Upon completion and acceptance of the application by the Company, the new Member's Introducer and Sponsor cannot be changed, without the consent of the Company. If the Introducing or Sponsoring Member becomes inactive and is removed, the Introducer is not reassigned but the Sponsoring position is compressed (i.e. rolled up).

4.8 Unless otherwise agreed to in writing by the Company, a Member desiring to change Introducer or Sponsors can do so by resigning and then waiting six (6) months prior to rejoining with a new Introducer and Sponsor. The six (6) month waiting period will begin upon receipt by the Company of a termination notice in writing from the Member.

4.9 The Company does not provide support in using facilities of the system. It is the responsibility of the introducer to direct new members to the web based training tools and to provide support as required.

Section 5 – Confidential Information

5.1 Member Lists. All Member's, organization lists, names, addresses, email addresses, telephone numbers contained in the Company's database (hereinafter referred to as the "Lists") are confidential and are the proprietary property of the Company. The Member acknowledges that the Company has derived, compiled, configured, and currently maintains the Lists through the expenditure of considerable time, effort, and monetary resources and has a legal right and interest to protect this valuable asset.

5.2 The Lists in their present and future forms constitute commercially advantageous proprietary assets and trade secrets of the Company.

5.3 The Company acknowledges that the Members personal network is a most valuable asset of the Member. The Company acknowledges that the Member also subscribes with the intention of expanding their own Personal Network.

5.4 These Lists are provided for the exclusive and limited use of the Member to facilitate the training, support, and servicing of the Member's Organization for furtherance of Company related business and for the extension of the Member's personal referral network.

5.5 The Member agrees that the Lists will not be used in a way which works to the detriment of the Company's interests in any way.

5.6 Each Member agrees to keep the Lists confidential, and to use the Lists for the exclusive purposes as set out herein.

5.7 These Lists remain, at all times, the exclusive property of the Company, and each Member agrees:

5.7.1 To hold confidential and not disclose any Lists or portion thereof to any third person or entity, including, but not limited to, existing Members competitors, and the general public;

5.7.2 To limit use of the Lists to their intended scope of furthering the Member's Company-related business and Referral activities that conform with the goals of the Company;

5.7.3 That any use or disclosure of the Lists outside of those authorized herein, or for the benefit of any third person or entity, constitutes misuse, misappropriation, and a violation of the Member's license agreement, which causes irreparable harm to the Company;

5.7.4 That, upon any violation under this section, the Member stipulates to injunctive relief as an appropriate remedy enjoining that use under applicable national or local laws, and will immediately retrieve and return to the Company all Lists previously provided to the Member upon the Company's request; and

5.7.5 That the obligations under this section will survive the termination of the Member's Agreement and any other agreement between the Company and any Member. The Company reserves the right to pursue all appropriate remedies under applicable laws to protect their rights to the above-stated proprietary and trade secret information covered by the Lists. Any failure to pursue any applicable remedies will not constitute a waiver of those rights.

5.8 The Member who makes a wrongful disclosure of the Lists, assists others in wrongfully obtaining the Lists, or in any way violates this Section, agrees to pay the court costs and other costs

incurred by the Company in seeking relief.

5.9 The Member acknowledges that the privacy policy of the Company can be viewed on the website for the Company and that it is deemed to be incorporated as part of this document to the extent that it is required at law.

Section 6 – Company Services

6.1 The Company provides Members with the following on-line services in exchange for the monthly fee:

6.1.1 Introductions;

6.1.2 Personalised promotional web page;

6.1.3 On-line services for recording personal network details;

6.1.4 Public access to an on-line services database;

6.1.5 On-line facilities providing the opportunity to promote products and services;

6.1.6 Opportunity to include other Subscriber and Member services on the Members personalised web page;

6.1.7 Subscriber / Member to Subscriber / Member messaging system;

6.1.8 Subscriber / Member to Subscriber / Member referral system; and

6.1.9 Other services that may be offered from time to time.

6.2 The only acceptable payment method is by Credit or Debit Card. Acceptable cards are those accepted by the contracted Payment Gateway provider. The Company reserves the right to change the Payment Gateway provider from time to time.

6.3 The Member is responsible for the payment of Foreign Exchange Fees where incurred. The Company will take reasonable steps to ensure that Foreign Exchange fees are minimal.

6.4 Irregularities in the provision of the above services should be reported by the subscriber / Member to the Company within seven (7) days of the irregularity occurring,

6.5 Subscribers and Members are responsible for maintaining accurate payment details. The Company **does not** retain credit / Debit Card details within its database. Details are retained by The Payment Gateway provider.

6.6 Where the Company makes deposits direct to a member's bank account, those bank account details are retained in the company's systems.

6.7 The company also supports a number of non bank Internet payment providers for distributing Fee Rebates to members.

6.8 Irregularities in payments deducted from Member accounts should be reported to the Company and Payment Gateway provider within 76 hours. The Company does not accept responsibility for Errors and Omissions where the Company is not at fault.

6.9 In the event that a Member believes they are entitled to a refund and the Company agrees then the refund will be credited to the Debit or Credit Card charged for the monthly fee.

Section 7 – Claims of Service's Provided and Pricing

7.1 The Company shall have the exclusive right to set the price of the services provided. Factors such as costs of service provision, market conditions, competitive pricing and access to the markets are considered when determining the price. From time to time, changes will occur in the price of the service provided. The Company will provide notice to Members prior to officially changing the price. Such notice will be posted on the Company's website.

7.2 Members are not permitted to make any claims, verbal or written, regarding the Company's services, unless such claims are pre-approved by the Company and available on the Company's website.

7.3 The Members primary benefit from subscribing is the promotion of their business, hobby, interest, charity or other activity that is the subject of their promotional page. It is the Members responsibility to ensure that their interest being promoted is legal, moral and ethical according to the communities that their promotion is targeted.

7.4 The Company reserves the absolute right to refuse the subscription where the matter being promoted is deemed to be inappropriate.

7.5 The Company reserves the right to modify promotional material in the event that orders or requests are received from a Government body. The Company will attempt to liaise with the Member in an appropriate manner.

7.6 Members have the right and ethical responsibility to report to the Company where in their opinion a Subscriber or Member is promoting a business, hobby, interest, charity or other activity that is inappropriate.

7.7 The degree in which Subscribers and Members will benefit will be dependant upon the total number of Subscribers and Members within the network. Accordingly the Company encourages professional marketers and salespersons being active in promoting the network. In these situations the Members primary source of income may be from the business of promoting and supporting members and subscribers.

7.8 Members will not be limited from conducting business in any state, country, or jurisdiction. The Company provides a list on its website designating countries where the business is being encouraged. In the event that a Member desires to promote the network to an unlisted Country then the Member should request that Country be added to the list.

7.9 Each country has laws, rules, moral and ethical issues and procedures unique to that country. It is the Members responsibility to adhere to these matters for legal operation in the country in which they reside or in which they conduct business.

7.10 In the event that the Company becomes aware that activities are being carried out in a jurisdiction where the activities are deemed inappropriate then the Company will take the necessary steps to ensure compliance. This may require the Company from withdrawing the service offered in that jurisdiction.

7.11 Services are only provided to Subscribers and Members that are Active. Refer Active Member definition. In the event that a Member is not an Active Member then the Company may withhold all services and Fee Rebates.

Section 8 – Income Representations

8.1 The Fee Rebate System is designed to reduce the cost of membership and to actually generate a passive income stream. Actual, implied or potential income representations or claims regarding the Company's program are strictly prohibited.

8.2 A major benefit of membership is the generation of interest in the Members business, hobby, interest, charity or other activity. Actual, implied or potential benefits are extremely difficult to predict as a number of variables will determine the overall benefit derived. Accordingly actual, implied or potential benefits accruing from membership are determined to a large extent by the members ability to manage the system.

8.3 Potential members requiring an explanation of the Fee Rebate System should be referred to the material on the company web site.

Section 9 – Government Fees, GST and Taxes

9.1 The Company is operated from within Australia.

9.2 The company delivers all services from Australia.

9.3 The Company is subject to the laws of Australia in applying and collecting Government Fees and Taxes.

9.4 Information provided in your subscription or membership application may be used to determine your liability to Australian taxes.

9.5 Members should seek Taxation advice from their Accountant.

9.6 GST provision

(a) All fees payable to the Company under this document have been calculated to be inclusive of
GST.

(b) The Company must provide a Tax Invoice to the Member, if requested, indicating the amount of GST paid.

Section 10 – Ethics

10.1 Members shall comply with all country, federal, state and municipal laws relating to Members' businesses and shall not engage in any unlawful or illegal trade practices or business activity. Members shall conduct their businesses in a manner that reflects the highest standards of honesty, integrity and responsibility towards customers (Refer Terms and Conditions attached as an addendum.)

10.2 The Company prohibits a Member from participating in any activity that is unethical. The Company has an unfettered right to intercede when unethical behaviour is evident and when such behaviour violates the Agreement. The Company reserves the right to use its best judgment in deciding whether certain Member activities are unethical and, if determined to be so, to act accordingly

10.3 Although not intended to be an inclusive/exclusive list, the Company provides the following examples of activities and conduct that is considered unethical:

10.3.1 Registering a Subscriber or Member without their absolute permission;

10.3.2 Use another persons Credit Debit Card without their absolute authority;

10.3.3 Misrepresenting or exaggerating the benefits of subscription or membership;

10.3.4 Introducing a Member to the referral network where that person or entity is unethical or provides a sub standard service that will bring SynergyBizNet.com into disrepute;

10.3.5 Misrepresenting the Fee Rebate System;

10.3.6 Engaging in any deceptive or unlawful trade practice or other illegal or unlawful activity;

10.3.7 Failing to submit advertisements or proprietary sales material bearing the Company's name for approval prior to publication;

10.3.8 The use or misuse of the Company's name, likeness or logo in print or electronic media advertising without express written consent of the Company;

10.3.9 Misuse of the SynergyBizNet.com name;

10.3.10 Violation of the Company's Policies and Procedures;

10.3.11 Intentionally circumventing the Agreement to perform, effectuate, or accomplish indirectly what is prohibited directly;

10.3.12 Making derogatory remarks regarding the Company, other Members, Company services, the Fee Rebate System, the Company's executives, directors, officers or employees; or

10.3.13 Representing that the Company Fee Rebate System has been reviewed, endorsed and or approved by any regulatory or industry authority.

Section 11 – Termination

11.1 A Member's rights under the Agreement are conditioned upon and subject to the Member's continued performance in accordance with the terms of the Agreement. Upon failure by a Member to perform his/her/its obligations as set forth in the Agreement, the Member's rights cease. The Company may excuse a Member's non-performance in whole or in part without waiving its rights and remedies under the Agreement. Furthermore, or in lieu of terminating the Agreement, the Company may:

11.1.1 Provide verbal and/or written notification to the Member of the Company's concerns and of the Company's intent to discontinue the Member's rights under the Agreement if the Member's non-performance continues;

11.1.2 Closely monitor the Member's conduct over a specified period of time to ensure performance;

11.1.3 Require additional assurances by the Member that performance will be in compliance with the Agreement. Further assurances may include requiring the Member to take certain actions in an effort to mitigate or correct the Member's non-performance;

11.1.4 Deny privileges that are awarded to Members from time to time by the Company or cease performing the Company's obligations under the Agreement, including but not limited to, awards, recognition at corporate events or in corporate literature, participation in Company-sponsored events, participation in the Fee Rebate System and provision of services;

11.1.5 Reassign part or all of the Organization to a different Sponsor; and

11.1.6 Seek injunctive relief or other remedies available by law and in accordance with the Agreement.

11.2 The following procedure applies when the Company investigates an alleged violation of the Agreement:

11.2.1 The Company will either provide verbal notice or send a written or electronic notice of the alleged breach of the Agreement to the Member. Each Member agrees that the relationship between a Member and the Company is entirely contractual. Accordingly, the Company will neither honour nor respect any claim by a Member that the relationship is or has been quasi-contractual, has arisen by implication from any continuing practice or course of action, has been verbally authorized by an employee of the Company in contradiction of the terms of the Agreement or is otherwise implied in fact;

11.2.2 In a case when written notice is sent, the Company will give the Member ten (10) business days from the date of dispatch of a notification correspondence during which the Member may present all his/her/its information relating to the incident for review by the Company; the Company reserves the right to prohibit activity (e.g. provision of services, introducing Members, modifying Member information, participating in the Fee Rebate System, etc.) by the Member in question from the time notice is sent to the Member until a final Company decision is rendered;

11.2.3 On the basis of any information obtained from collateral sources and from the Company's investigation of the statements and facts taken together with information submitted to the Company during the response period, the Company will make a final decision regarding the appropriate remedy, which may include the termination of the Agreement. The Company reserves the right to impose remedies for similar violations on a case-by-case basis. The Company will promptly notify the Member of its decision. Any remedies will be effective as of the date on which notice of the Company's decision is dispatched; and the Member may terminate his/her/its Agreement at any time, and for any reason, by sending a written notice of intent to terminate to the Company. Termination becomes effective as of the date the Company receives written notice of termination. Certain obligations regarding confidentiality of information and the Member network survive termination of the Agreement as outlined herein.

11.3 The act of any participant of a Member or spouse or partner of a Member is attributable to the Member, and all remedies, including termination of the Agreement, necessitated by that act may be applied to the organization generally.

11.4 The Company will not review any violation of the terms and conditions of the Agreement not brought to the Company's attention within ninety (90) days of the initiation of the alleged violation unless the alleged violation did not become known or reasonably should have been known to the person(s) reporting the matter. Failure to report a violation within the ninety (90) day period will result in the Company not pursuing the allegations in order to prevent stale claims from disrupting the ongoing business activities of Members. All reports of violations must be in writing and sent to the Company.

Section 12 – Subscriber and Member Termination

12.1 A Subscriber and Member have a right to cancel at any time, regardless of reason. Cancellation must be effected by:

12.1.1 Changing status on the web site to InActive, and

12.1.2 Cancelling their monthly fee, and

12.1.3 Submitted in writing to the Company by way of email or internal message. (Refer Terms and Conditions attached as an addendum.)

12.2 A Member shall be eligible to re-apply for membership after the six (6) month period has elapsed that begins from the date the notice of termination is sent to the Company.

12.3 A subscriber can rejoin at any time.

12.4 The initial subscription fee will be fully refunded in the event that a Member or Subscriber cancels their subscription within seven days (168 hours) of joining.

Section 13 – Rebate Period

- 13.1 Fee Rebate and Bonus payments are processed once a month. Payments will be made between the 15th and 20th of the month.
- 13.2 Remittance advices are available on the web site once payments have been processed.
- 13.3 Payment methodology is dependant upon the Country of residence. "Schedule A" summarises the payment arrangements that are available.
- 13.4 In the event a Member believes an error has been made regarding Fee Rebates, bonuses, business reports or charges, the Member must notify the Company in writing within five (5) days of the date of the purported error or incident. The Company will not be responsible for any errors, omissions or problems not reported within the specified period.
- 13.5 The Company will not split payments between multiple accounts regardless of the circumstances that the Member may be experiencing.
- 13.6 In the event that a Company payment to a Member is unsuccessful, it is the responsibility of the Member to liaise with the Company to resolve the issue. In the event that the matter cannot be resolved by the last day of the relevant month then the payment will be cancelled and the balance will be carried forward until such time as the member provides the necessary account details for remittance.
- 13.7 Rebates not claimed, redeemed or collected by the member by the end of the month are carried forward. Refer Item 13.6.
- 13.8 The Company reserves the right to withhold and accumulate rebates when it is financially not feasible to make the distribution. Typically, rebates will accumulate when the distribution costs exceed 10% of the Gross Payment. Members will be advised accordingly.
- 13.9 The Company use a number of Third Parties to execute remittance of monies to members. In many cases due to legislative controls surrounding International Money Transfers, members may be required to establish a Collection system with one of our preferred Third Parties. The Third parties will perform the necessary Account Holder verification procedures to ensure compliance with International law. Costs associated with establishing Third Party Relationships are the responsibility of the member.
- 13.10 The Company's commitment to remit monies to members is satisfied once the transfer has been effected by the Company to the Third Party.
- 13.11 The member authorises the Company to enquire on the account status of the members account with the Third party.
- 13.12 The Company reserves the right to withhold monies on trust until such time as the member confirms that the Third Party Account has been established. Costs of maintaining Trust accounts are prorated and applied to Member Account Balance. Trust balances do not earn interest.
- 13.13 Acceptable Third Parties are identified in the attached schedule.

Section 14 – Marketing, Advertising and Promotion

- 14.1 The Company encourages marketing, advertising and promotion as a viable method for Members to develop their personal referral network. However, strict guidelines are necessary to maintain an ethical marketing effort. Therefore, these guidelines are a part of the agreement between the Company and its Members. Each Member subscribes to the facilities and support offered by the Company. Members are neither contractors nor employees of the Company or its affiliates, and cannot represent themselves as such. Further, a Member can in no way state or otherwise imply that such Member, or any new Member, will be employed by the Company (Refer Terms and Conditions attached as an addendum.)
- 14.2 All promotional material should commence with the statement that the Member subscribes to the SynergyBizNet.com for the provision of facilities and support in developing their personal referral network.
- 14.3 Company Names, Trademarks and Logos. SynergyBizNet.com, employee names, corporate names, trademarks or logos are proprietary and may not be used in any matter, including the reproduction of literature, or in any advertisement. Any approved advertisements must indicate that the Member is promoting their business, or interest and subscribes to the Facilities and Support provided by SynergyBizNet.com. Advertisements to attract Members must be run "blind", i.e.,

without reference to the Company or its services. Use of the SynergyBizNet.com or corporate logo alone is strictly prohibited. (Please see Terms and Conditions attached as an addendum.)

14.4 The SynergyBizNet Member logo is available for inclusion on marketing material for the Members business, hobby, interest, charity or other activity to identify the business as being a Member. The purpose of this logo is to advise the general community that you support referral marketing.

14.5 All Marketing, advertising and promotional material are to maintain strict ethical standards.

14.6 Interviews with Media. Members are prohibited from granting interviews with any broadcast media including, but not limited to, television, radio, newspaper, magazines, trade journals, or over the internet regarding the Company. Such interviews will only be granted by authorized representatives of the Company. All authorisations must be in writing.

Section 15 – Legal Relationship Between Company and Member

15.1 The Policies and Procedures herein are not intended to create third-party rights in any organization regarding the conduct of any other Member.

15.2 Referrer Status. A Member is a customer of the Company and shall have the relationship of such to the Company. A Member acknowledges and agrees that the Company shall not withhold any governmental, federal or state income taxes, or other taxes from referral rebates paid to the Member unless required to by Australian law. A Member agrees, in light of his or her status as a “customer”, to timely account for payments and rebates received according to the laws applicable in the country of residence.

15.3 A Member has no authority to bind the Company to any obligation

15.4 A Member has no authority to take any steps in any country or other political jurisdiction to introduce or further the Company’s business.

15.5 A Member has no authority to take any steps in any country to register or reserve Company names, trademarks, or trade names; to secure approval for business practices; or to establish business or governmental contacts of any kind on behalf of the Company. A Member agrees to assign immediately any registration of Company names, trademarks, service marks or trade names registered or reserved in violation of this section to the Company.

15.6 Each Member must provide an identification number or other reference to the Company when the country of residence requires such reference to be notified.

15.7 Each Member agrees to indemnify and hold harmless the Company for any tax related penalties and charges incurred.

15.8 The provisions of this Section survive the termination of the Agreement.

15.9 The Company may limit the Application of the Fee Rebate system to ensure compliance with relevant legislation where required.

Section 16 – Code of Practice

16.1 SynergyBizNet.com can be classified as a Direct Selling organisation as we provide potential members the option to participate in a multi tiered Fee Rebate System.

16.2 Members are required to observe and abide to the Code of Practice which applies to the Direct Selling Industry within their country and state of residence.

16.3 Where no Code of Practice specifically applies then the code published by the “Direct Selling Association of Australia Inc” will apply.

16.4 Where more than one Code of Practice applies then that with the most stringent requirements shall be observed.

16.5 Where the applicable Code Of Practice requires greater conditions to these Policies and Procedures then the Code of Practice will have precedence.

16.6 Failure to comply with the spirit of the applicable code may result in Membership being terminated.

Section 17 – General Provisions

17.1 Indemnification. To the extent permitted by law, the Company, its directors, officers, shareholders, employees, assigns and agents (collectively referred to as “affiliates”), shall not be liable for, and the Member expressly releases the Company and its affiliates from, and waive all claims for any loss of profits, indirect, direct, special or consequential damages or any other loss incurred or suffered by said Member as a result of:

17.2 The Member’s breach of the Member Agreement including the Company’s Policies and Procedures and the Terms and Conditions;

17.3 The promotion or operation of a Member’s business and any activity, relating thereto including but not limited to the following examples: (e.g., the presentation of Company services or the Company Fee Rebate System, the operation of a motor vehicle, the lease of meeting or training facilities, etc.);

17.4 The failure to provide any information or data necessary for the Company to operate its business. The Member agrees that the entire liability of the Company and the Member, including, but not limited to, any cause of action sounding in contract, tort or equity shall not exceed, and shall be limited to, the amount paid to the Company less any Fee Rebates under this Agreement or any other agreement

17.5 Each Member shall defend and hold the Company harmless from any claim, damages, or liability arising out of a Member’s business or advertising, or resulting from statements that may be illegal and or claims not approved by the Company.

17.6 The terms of the Agreement, as set forth herein, shall be deemed severable. The invalidity or unenforceability of any provision shall not affect the validity or enforceability of any of the other provisions.

17.7 The Company provides services, promotions and information to its Members without charge. Request by Members that fall outside of the day to day activities of the Company, and which require special time and effort to fulfil, including, but not limited to making copies, research and reissue of payments, the Company shall charge an hourly fee of seventy five dollars (\$75.00) (AUD) per hour, plus actual costs, with a minimum charge of seventy five dollars (\$75.00) (AUD) per project, plus actual costs.

17.8 Privacy Policy. Information provided by a Member will be used for the purposes set out herein. No other use of the information will be made.

17.9 The Agreement shall be governed and construed in accordance with the laws of the Australia, unless the laws of the state or country in which the Member resides expressly requires the application of its laws except as set forth in this Agreement, or unless the laws of the state or country in which the Member resides expressly prohibits the consensual jurisdiction and venue provision of this Agreement, in which case its laws shall govern, all disputes and claims relating to the Company and any other claims or causes of action relating to the performance of the parties to this Agreement shall be brought in the courts of Australia. The Member has read this Agreement in its entirety and understands all the provisions of this Agreement. The Member also agrees that compliance by the Company with the express provisions of this Agreement shall constitute good faith and shall be considered reasonable for all purposes. If a Member commences legal action against the Company, the Member shall do so on an individual basis and not with any other Member or as part of a class action.

17.10 Arbitration. The company and Member may, upon mutual written agreement, agree to resolve any breach of this Agreement by binding arbitration. The arbitration proceedings shall take place at the Company’s headquarters.

17.11 Waiver. Any waiver by the Company of any breach of this Agreement must be in writing and signed by an authorized Company officer. Waiver by the Company of any breach of the Agreement by a Member shall not operate or be construed as a waiver of any subsequent breach.

17.12 Force Majeure.

17.12.1 The Company will not be responsible for delays or failures in its performance of its obligations when performance is made impracticable due to circumstance beyond its reasonable control, such as war, terrorism, strikes, riots, fire, earthquake and other natural disasters, curtailment of a party’s source of supply, or government decrees or orders.

17.12.2 The Company is not responsible or liable for any failure, delay or errors in provision of web based services caused by computer viruses, power failure, power failure resulting from upgrading or

servicing of the website or related system, failure of the Internet or other networks beyond the control of the Company, or act or omissions of the Firm or any third party.

Section 18 – Payment Facility

18.1 The Customer acknowledges that the Company may and proposes to engage an independent party to collect and manage fees payable under this Agreement.

18.2 As at the date of this Agreement the Company proposes to engage “Technocash” for this purpose. The Member acknowledges and agrees that the Company may access all information held by Technocash and the Customer authorises Technocash to pay all fees due under this Agreement held by Technocash to the Company.

Acceptable Rebate Payment Methods By Country

Country	Currency	Direct Debit Bank Account	Global Payment Facility (Technocash)
Australia	\$AUD	Yes *1	Yes (Preferred)
Canada	\$AUD	N/a	Yes
Japan	\$AUD	N/a	Yes
New Zealand	\$AUD	N/a	Yes
United Kingdom	\$AUD	N/a	Yes
United Kingdom	\$AUD	N/a	Yes
USA	\$AUD	N/a	Yes
Andorra	\$AUD	N/a	Yes
Austria	\$AUD	N/a	Yes
Belgium	\$AUD	N/a	Yes
Brazil	\$AUD	N/a	Yes
Bulgaria	\$AUD	N/a	Yes
China (Pr)	\$AUD	N/a	Yes
Cyprus	\$AUD	N/a	Yes
Czech Republic	\$AUD	N/a	Yes
Denmark	\$AUD	N/a	Yes
Estonia	\$AUD	N/a	Yes
Finland	\$AUD	N/a	Yes
France	\$AUD	N/a	Yes
Germany	\$AUD	N/a	Yes
Greece	\$AUD	N/a	Yes
Hungary	\$AUD	N/a	Yes
India	\$AUD	N/a	Yes
Indonesia	\$AUD	N/a	Yes
Ireland Republic of	\$AUD	N/a	Yes
Italy	\$AUD	N/a	Yes
Latvia	\$AUD	N/a	Yes
Lithuania	\$AUD	N/a	Yes
Luxembourg	\$AUD	N/a	Yes
Malta	\$AUD	N/a	Yes
Monaco	\$AUD	N/a	Yes

Montenegro	\$AUD	N/a	Yes
Mexico	\$AUD	N/a	Yes
Netherlands	\$AUD	N/a	Yes
Norway	\$AUD	N/a	Yes
Poland	\$AUD	N/a	Yes
Portugal	\$AUD	N/a	Yes
Romania	\$AUD	N/a	Yes
Russia	\$AUD	N/a	Yes
San Marino	\$AUD	N/a	Yes
Singapore	\$AUD	N/a	Yes
Slovakia	\$AUD	N/a	Yes
Slovenia	\$AUD	N/a	Yes
South Africa	\$AUD	N/a	Yes
South Korea	\$AUD	N/a	Yes
Spain	\$AUD	N/a	Yes
Sweden	\$AUD	N/a	Yes
Switzerland	\$AUD	N/a	Yes
Thailand	\$AUD	N/a	Yes
Turkey	\$AUD	N/a	Yes
Vatican City	\$AUD	N/a	Yes
All Others	\$AUD	N/a	Yes

*1 Australian Bank Account: BSB, Account Number, Bank Name and Account Name to be specified.
Global Payment Facility

Technocash facility allows funds to be withdrawn at the request of, and by a method nominated by the member. The service provides a cost effective means for disbursing Fee Rebates to members virtually throughout the world.

A future feature will allow members to pay monthly subscriptions from their Technocash facility, where sufficient funds are available. In the situation where insufficient funds are available, the members' credit card will be charged. This will mean lower transaction costs and foreign exchange fees resulting in greater rebates to members.

I AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. I am applying to be a Subscriber or Member of SynergyBizNet.com. For a period of twenty-one (21) days from submitting an online application I am provisionally authorized as a Subscriber or Member. I agree that SynergyBizNet.com reserves the right to accept or reject my application for any reason.
2. I have read and agree to be bound by these Terms and Conditions, the SynergyBizNet.com Policies and Procedures, the SynergyBizNet.com Fee Rebate System, all of which are incorporated herein by reference and made a part hereof for all purposes. I agree that SynergyBizNet.com has the right to change the Fee Rebate System, these Terms and Conditions, and the Policies and Procedures in its sole discretion, and I agree to be bound by such changes.
3. As a Member. I am not an independent contractor, an agent, employee or legal representative of SynergyBizNet.com, and will in no way represent myself as such. I have no power to bind SynergyBizNet.com to any obligation and I am responsible for all applicable taxes, license or fees arising out of my activities hereunder.
4. I understand that SynergyBizNet.com is primarily a Referral facility management system and advertising business.
5. I understand that SynergyBizNet.com encourages the promotion of its services and

rewards by Members in referring others to SynergyBizNet.com and supporting those Members by providing referrals and education in how the services can be best utilised. I will explain the Companies services honestly and completely when presenting them to others. I understand and will make clear in any presentation the following: (1) that fee rebates are not guaranteed; (2) Member will not earn money for referrals; (3) that Fee Rebates are based on monthly subscriptions for services; and (4) that Membership (participation in the Fee Rebate System) is voluntary.

6. I am of legal age and authorized to agree to these Terms and Conditions and to the terms of the Policies and Procedures. I agree that venue and jurisdiction for any action pertaining to this agreement or any disagreement or claim between the parties hereto shall be in the Jurisdiction of Australia. This agreement shall be governed by the laws of Australia.

7. I have the right to cancel my subscription or membership at any time and for any reason. If I choose to cancel, I will notify SynergyBizNet.com by cancelling my monthly subscription fee online or in writing. I agree that all cancellations are outlined in the Policies and Procedures.

8. I understand that if I cancel my membership with seven days (168 hours) from the time of joining that my initial subscription fee will be refunded (Guarantee). Participation, in the Rebate System will be cancelled from the time of initially joining.

9. I hereby authorize SynergyBizNet.com to electronically withdraw payment from my checking account or credit card for the monthly fees. SynergyBizNet.com is authorized to withdraw payment equal only to the amount of the services that I order. In the event a check or charge is dishonoured for any reason, including subsequent attempts, that my membership or subscription will be suspended and terminated at the discretion of the Company. I further agree to be bound by the SynergyBizNet.com Policies and Procedures and Fee Rebate system.