

# COMPANY TERMS & CONDITIONS OF USE

## **TERMS & CONDITIONS OF USE**

Thank you for visiting <http://www.sarolglobal.com> (the "Site"). This Site is powered by Sarol Lube Oil & Sarol Global Marketing Co. ("SAROL"). All content, information, and services provided on and through our Site may be used only under the following terms and conditions, as they are amended from time to time (the "Terms"). As used herein, the terms "our," "we," and "us" refer to SAROL unless the context clearly provides otherwise.

YOUR USE OF OUR SITE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS. PLEASE READ THEM CAREFULLY BEFORE USING THE SITE. IF YOU DO NOT AGREE WITH ANY PART OF THESE TERMS, YOU MUST NOT USE OUR SITE. IF YOU ARE AN SAROL BUSINESS OWNER ("SBO"), YOU ARE BOUND BY ADDITIONAL TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO THOSE CONTAINED IN YOUR AMWAY AUTHORIZATION AND CONTRACT AND THE AMWAY RULES OF CONDUCT APPLICABLE IN YOUR MARKET (COLLECTIVELY "SAROL RULES OF CONDUCT").

### **1. SITE USE GENERALLY**

#### **1.1. Your User License**

You are granted a limited, non-exclusive, non-transferable license to access the Site and its content in accordance with these Terms. If you are under 18, you may use our Site only with the involvement of a parent or guardian. Our Site is hosted in India and contains information that is appropriate for access and use in India operating under the SAROL Business Ownership Plan ("Applicable Markets "). We make no representation that any materials on the Site are appropriate or available for use outside the Applicable Markets and accessing them from territories where their contents are illegal is prohibited. Any references on the Site to specific products or services are applicable only to those available in the Applicable Markets, and any product claims and comparisons to other products on the Site apply within the Applicable Markets only. Those who access this Site from other locations do so according to their own initiative and are responsible for compliance with local laws, including laws regarding the transmission of technical data exported from the India or the territory in which they reside.

We reserve the right to refuse service and/or access to the Site in our sole discretion and without notice. You are solely responsible for your use of the Site, and you agree to compensate, hold harmless, and defend us from any claims, damages, losses, liabilities, costs, and expenses, including, but not limited to, attorneys' fees, resulting from your use or misuse of the Site. Posting or transmitting any unlawful, infringing, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic, or profane material, or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law or the Sarol Rules of Conduct, is strictly prohibited.

#### **1.2. Limitations on Your Use**

No material from our Site may be copied, reproduced, republished, downloaded, posted, displayed, transmitted, or distributed in any way, without Sarol's prior written permission. You may not, without Sarol's prior written permission, frame or mirror any material contained on this Site on any other server or website. The unauthorized use of any such material on any other website or computer environment is expressly

prohibited. All intellectual property, including any trademarks, service marks, trade names, trade dress, and copyrighted materials are proprietary to Sarol or its licensors.

### **1.3. Privacy and Your Personal Information**

Your use of our Site is also subject to the terms of Sarol's Privacy Policy. You acknowledge that you have read and understand our Privacy Policy, and consent to the use of any personal information you provide in accordance with the terms of, and for the purpose set forth in, our Privacy Policy.

### **1.4. Site Identifiers**

It is your responsibility to safeguard the password you use to access the Site, and to promptly advise Sarol if you ever suspect that your password has been compromised. We strongly encourage you to change your password regularly, and to not share your password with anyone not authorized to act on your behalf to prevent unauthorized access. Because your identification number and password are specific to you, you acknowledge sole responsibility for all use of our Site conducted with your identification number and password.

### **1.5. Links to Other Websites**

This Site and the Sarol powered websites to which this Site links may contain links to other websites for your information and convenience, or to provide additional business for various other goods and services through our Distributors, Retailers and Services Partners. These third-party websites are responsible for, and undertake to maintain, their own site terms of use. We suggest that you carefully review the terms of use of each site you choose to access from our Sites.

### **1.6. Intellectual Property Rights**

**1.6.1. 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. Sarol maintains ownership of the copyrights to and/or has the right to use and post all content it posts to the Site, and the posting of any such elements on the Site does not constitute a waiver of any right in such content. You do not acquire ownership rights to any such elements viewed and/or downloaded through the Site. Except as otherwise provided herein, none of the content accessible on the Site may be used, copied, reproduced, downloaded, posted, displayed, transmitted, modified, or distributed in any form or by any means, including, without limitation, electronic, mechanical, photocopying, recording, or otherwise, without Sarol's prior written permission.

**1.6.2. Trademark.** The SAROL word mark, the SAROL logo, and all SAROL product names, company names, and all other trademarks and logos, unless otherwise noted, are trademarks of Sarol Lube Oil registered with the Trademarks Registry, Government of India under the Trademarks Act 1999, or its affiliates or other companies under common ownership or control or their licensors (the "Marks"). The use or misuse of any Marks or any other materials contained on the Site, without the prior written permission of their owner, is expressly prohibited.

## **2. CONTENT POSTED BY USERS**

### **2.1. Content**

**2.1.1.** All information, data, text, software, music, sound, photographs, graphics, video, messages, products, services, and other materials posted to the Site by users, including you (“Content”), are the sole responsibility of the person by whom the Content was posted. This means that you, and not us, are solely responsible for all Content that you upload, post, transmit, or otherwise make available through or on the Site. You are also solely responsible for all Content posted under your user account. You represent and warrant that (i) you own or otherwise control all of the rights in and to the Content that you post; (ii) that the Content is accurate; (iii) use of the Content you supply does not violate these Terms; (iv) the Content does not infringe, violate, or interfere with any intellectual property or other rights of any third party and does not violate any applicable law or regulation; and (v) the Content will not cause injury of any kind to any person or entity.

**2.1.2.** Should Content be deemed illegal, we will cooperate with the proper authorities, including but not limited to submitting all necessary information to them.

**2.1.3.** If we determine, in our sole discretion, that any Content submitted by you is offensive or inappropriate, we may remove it immediately or ask you to retract or modify the Content in question. If you fail to meet our request within the time specified, we and/or our designees may, at our sole discretion remove the Content from the Site. We have no obligation, however, to restrict or monitor Content in any way.

**2.1.4.** You may see or read things that you do not like or agree with on our Site. You understand that by using our Site, you may be exposed to Content that is offensive, indecent, or objectionable.

**2.1.5.** Under no circumstances will we be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or for any loss or damage of any kind incurred because of the use of any Content posted, transmitted, or otherwise made available through the Site.

**2.1.6.** We do not control the Content posted on or through the Site and, therefore, we do not guarantee the accuracy, integrity, or quality of such Content. You are solely responsible for any use or reliance on the Content, including on its accuracy, completeness, or usefulness.

**2.1.7.** You acknowledge that we are under no obligation to pre-screen Content, but that we and our designees shall have the right (but not the obligation) in our sole discretion to refuse or remove any Content that is available through our Site. Without limiting the foregoing, we and our designees shall have the right to remove any Content that violates these Terms or any other Sarol applicable policy, including the Sarol Rules of Conduct, or is otherwise objectionable, in our sole discretion.

**2.1.8.** Any material, information, or idea you submit to us or the Site by any means may be disseminated or used by us without compensation or liability to you for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products. We have no obligation to keep any submissions confidential, return any materials that you submit to us, or compensate you for the use of any such

materials under any circumstances. You hereby irrevocably waive all claims based on our use of any materials, ideas, or information that you submit to us.

**2.1.9.** We reserve the right to monitor some, all, or none of the areas of the Site for adherence to these Terms. You acknowledge that by providing you with the ability to post information on the Site, we are acting as a passive conduit for distribution, and we are not undertaking any obligation or liability relating to any postings or activities on the Site.

**2.2. Content License.** We do not claim ownership of the Content you upload, place, or post through the Site. You are responsible for protecting your rights in such Content and are not entitled to our help in protecting such Content. By uploading, placing, or posting Content through the Site, you grant us a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, and fully sublicensable license, under all intellectual property and other rights, including, without limitation, privacy and publicity, to use, distribute, reproduce, modify, adapt, translate, publicly perform, publicly display, transmit, exploit, create derivative works from the Content (in whole or in part), and incorporate such Content into other works in any format or medium now known or later developed, for any purpose associated with the Site. You grant us and our sub-licensees the right to use the name that you submit in connection with such Content if we choose. You hereby irrevocably waive any claims based on “moral rights” and similar theories, if any. Please note, however, that certain activities (e.g., contests) that involve the submission of Content by you may have terms applicable to your Content that differ from those stated above. In the event such terms differ with these terms, such terms will govern and have precedence over these terms with respect to your Content.

### **3. YOUR CONDUCT**

#### **3.1. Your Authorization to Use the Site.**

Your authorization to use the Site and contribute to it depends on your compliance with community standards and the conduct guidelines set forth below. If you fail to conduct yourself appropriately, we may revoke your privileges to use all or a portion of the Site and/or take other appropriate measures to enforce these Terms and community standards and conduct guidelines.

#### **3.2. Conduct Guidelines/Community Standards.**

The following is a non-inclusive list of behaviours that are not permitted on the Site. During your use of the Site, you hereby agree not to:

**3.2.1.** upload, post, transmit, or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy (up to, but not excluding any address, email, phone number, or any other contact information without the written consent of the owner of such information), hateful, or racially, ethnically, or otherwise objectionable.

**3.2.2.** harm minors in any way.

**3.2.3.** impersonate any person or entity, including, but not limited to, any of our members, company officials, directors, shareholders, agents, representatives, or users, or falsely state or otherwise misrepresent your affiliation with a person or entity.

**3.2.4.** forge headers or otherwise manipulate identifiers to disguise the origin of any Content posted, transmitted, or otherwise made available through the Site.

**3.2.5.** upload, post, or otherwise transmit any Content that you do not have a right to upload, post or otherwise transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).

**3.2.6.** upload, post, or otherwise transmit any Content or otherwise engage in any activity that infringes, violates, or interferes with any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party.

**3.2.7.** upload, post, or otherwise transmit unsolicited commercial email or “spam.” This includes unethical marketing, advertising, “chain letters,” or any other practice that could in any way be construed as “spam,” such as, but not limited to, (a) sending mass email to recipients who have not requested email from you or with a fake return address, (b) promoting a site with inappropriate links, titles, descriptions, or (c) promoting your site by posting multiple submissions in public forums that are identical;

**3.2.8.** upload, post, or otherwise transmit any material that contains software viruses, Trojan horses, malware or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, or intercept messages sent from a computer or communications device.

**3.2.9.** interfere with or disrupt the Site, servers, or networks connected to the Site, or disobey any requirements, procedures, policies, or regulations of networks connected to the Site.

**3.2.10.** intentionally or unintentionally violate any applicable local, state, national, or international law, including, but not limited to, regulations promulgated by the Indian Securities and Exchange Commission, any rules of any national or other securities exchange, including without limitation, the National Stock Exchange, or the Bombay Stock Exchange, and any regulations having the force of law.

**3.2.11.** “stalk” or otherwise harass another.

**3.2.12.** promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals. This may include, without limitation, providing instructions on how to assemble bombs, grenades, and other weapons or incendiary devices.

**3.2.13.** offer for sale or sell any item, good, or service through the Site.

**3.2.14.** use the Site as a forwarding service to another website.

**3.2.15.** allow usage by others in such a way as to violate these Terms or any other applicable Sarol policy.

**3.2.16.** take any steps to interfere with or in any manner compromise any of our security measures.

**3.2.17.** use the Site for fraudulent purposes.

**3.2.18.** harvest or collect any information about or regarding other Account holders, including, without limitation, any personal data or information.

**3.2.19.** sell, lend, lease, trade, rent, barter, sub-license, assign, transfer, or grant rights in any manner to your Account, or password, including, without limitation, on or using any third-party website or service.

**3.2.20.** copy the Site or any portion thereof.

**3.2.21.** remove any proprietary notices from the Site.

**3.2.22.** cause, permit, or authorize the modification, creation of derivative works, or translation of the Site without our express permission.

**3.2.23.** sell, assign, rent, lease, act as a service bureau, or grant rights in the Site including, without limitation, through sublicense, to any other person or entity.

**3.2.24.** attempt to decompile, reverse engineer, disassemble, modify, or hack the Site or to defeat or overcome any encryption and/or digital rights management technology implemented by us with respect to the Site and/or data transmitted, processed, or stored by us or the Site.

**3.2.25.** only three Unique IDs can be created on one PAN Card. More than three Unique IDs on one PAN Card is not allowed. If someone makes more than three Unique IDs on one PAN Card, in that case following actions may be taken by the company:

**3.2.25.1** his all IDs will be blocked by the company.

**3.2.25.2** his amount will be forfeited by the company.

**3.2.25.3** he will not be eligible for any kind of payout from the company.

**3.2.25.4** company may take legal action against him.

**3.2.26.** Unique IDs can be upgraded to next level, but person is not eligible to get the product on upgradation of unique IDs to the next level.

**3.2.27.** use the Site in any manner not permitted by this policy, or otherwise exceed the scope of our services that you have signed up for (i.e., by accessing and using the tools that you do not have a right to use).

#### **4. SITE WARRANTY DISCLAIMER**

OUR SITE AND ITS CONTENTS ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH NO WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING THE COMPLETENESS, ACCURACY, CORRECTNESS, INTEGRITY, RELIABILITY, CURRENCY, ADEQUACY, SUITABILITY, FUNCTIONALITY, AVAILABILITY, OR OPERATION OF THIS SITE OR THE CONTENT OR SERVICES PROVIDED ON, OR ACCESSIBLE FROM, THIS SITE. WE DO NOT WARRANT THAT THE OPERATION OF

THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THIS SITE IS FREE FROM VIRUSES AND OTHER HARMFUL COMPONENTS TO EQUIPMENT OR SOFTWARE.

## **5. LIMITATION OF LIABILITY**

IN NO EVENT WILL WE BE LIABLE, NOR DO WE ASSUME RESPONSIBILITY, FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THIS SITE (OR THE CONTENT OR SERVICES PROVIDED ON, OR ACCESSIBLE FROM, THIS SITE), OR OTHERWISE, EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **6. CONFIDENTIALITY**

For SBOs with a business powered by Sarol, your user license includes a revocable right to access and use certain trade secret, confidential, and proprietary business information, which includes, without limitation, Line of Sponsorship (LOS) information, i.e., information compiled by Sarol that discloses or relates to all or part of the specific arrangement of sponsorship within the Independent Business Ownership Plan, including, without limitation, SBO lists, sponsorship trees, and all SBO contact and business performance information generated therefrom (Proprietary Information), which may be made available to you on the Site. You acknowledge that Sarol is the exclusive owner of all Proprietary Information and agree to maintain all Proprietary Information in strictest confidence and to use it only as authorized by Sarol. You agree not to compile, organize access, create lists of, or otherwise use Proprietary Information except as authorized by Sarol under the Sarol Rules of Conduct and the regulations and procedures outlined in the *Business Reference Guide, as amended*.

## **7. GENERAL TERMS**

### **7.1. Errors and Corrections**

While we use reasonable efforts to include accurate and current information on our Site, we do not warrant or represent that the Site will be error-free. Data entry errors or other technical problems may sometimes result in inaccurate information being shown. We reserve the right to correct any inaccuracies or typographical errors on our Site, including pricing and availability of products and services, and shall have no liability for such errors. We may also make improvements and/or changes to the Site's features, functionality, or content at any time. If you see any information or description you believe to be incorrect, please contact us as described in the "Contact Us" section, below, and we will verify it for you.

### **7.2. Governing Law and Jurisdiction**

These Terms are governed by and construed in accordance with the laws of the Silvassa, Dadra Nahar Haveli, India, without giving effect to conflict of law principles. Any controversy or dispute arising out of your use of our Site shall be submitted, and you irrevocably consent, to the personal jurisdiction of Silvassa Court, Dadra Nagar Haveli, India. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed removed and shall not affect the validity and enforceability of any remaining provisions.

### **7.3. Changes to The Company Terms & Conditions**

We reserve the right, in our sole discretion, to change the Company Terms & Conditions at any time without any prior intimation. Updated versions of the Terms & Conditions

will be posted here on our Site and are effective immediately. Please check back frequently, especially before you use our Site, to see if these Terms & Conditions have changed. Continued use of the Site after any changes to the Terms & Conditions constitutes your consent to such changes.

#### **7.4. Contact Us**

If you have any concerns about the Site or these Terms, please send us an e-mail or call us at the number given on the site. We will make every reasonable effort to address your concerns and remedy any problems you bring to our attention.

#### **7.5. Notice and Procedure for Making Claims of Intellectual Property Infringement**

Sarol respects the intellectual property rights of others and expects its users to do the same. Sarol may remove content that in its sole discretion appears to infringe the rights of others.

If you believe that any content posted on the Site infringes your intellectual property rights, please notify Sarol's Intellectual Property Agent. For matters other than intellectual property rights infringement, call at the no. given on the site.

To be effective, the notification must be a written communication **to the above Designated Agent** that includes the following:

1. A physical or electronic signature of the intellectual property rights owner or one authorized to act upon their behalf.
2. Identification of the right claimed to have been infringed, or, if multiple rights at a single online site are covered by a single notification, a list of the multiple rights that have been infringed at that site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Sarol to locate and remove the material.
4. Information enabling Sarol to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the rights owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the right that is allegedly infringed.

*Updated and effective November 14, 2021  
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