

# Rules of Conduct

Welcome to VodaNet Ltd (hereinafter "VodaNet," "We" or "Us"). This Agreement sets forth the legal terms and conditions for your use of [www.voda.net](http://www.voda.net) and any other website owned and operated by VodaNet Ltd (the "Websites"), and for your purchase and/or use of any VodaNet goods or services.

WE RESERVE THE RIGHT TO CHANGE THE TERMS AND CONDITIONS OF THIS AGREEMENT OR TO MODIFY OR DISCONTINUE THE GOODS AND SERVICES PROVIDED ON THE WEBSITES AT ANY TIME. BY CONTINUING TO USE THE WEBSITES OR PURCHASE GOODS OR SERVICES FROM VODANET AFTER POSTING OF SUCH CHANGES ONLINE, YOU AGREE TO BE BOUND BY SUCH CHANGES.

## - Eligibility

You agree to provide Us with complete and current registration information. Persons under 13 are prohibited from providing personal information on our Websites. If you are under 18, you may only use our Websites with the supervision of a parent or guardian 18 years of age or older. Unless otherwise specified, the materials in the Websites are presented solely for the purpose of promoting products available in the world. VodaNet makes no representation that materials contained in the Websites are appropriate or available for use in other locations.

## - VodaNet Independent Business Ownership

VodaNet products are sold through Voda's network of IBOs, who are each independent distributors of Voda's products and services. Online shopping is fulfilled and sold directly by VodaNet in connection with a VodaNet Internet Independent Business Ownership. To purchase Voda's goods or services, you have to become an Independent Business Ownership. If, however, you are interested in becoming a Voda IBO, You must be at least 18 years of age to become a Voda IBO.

## - Testimonials

The people giving product testimonials on the Websites or other materials were so impressed with voda's products and marketing plan that they became Voda Independent Business OwnerShips. The testimonials reflect the actual experience of each individual, are anecdotal only, and may be atypical.

## - Refund / Insurance

The Company will refund, on reasonable commercial terms, currently marketable company-produced when an IBO, for whatever reason, leaves the Company and decides not to be an IBO any longer. When a departing Agent requests the Company to Refund his/her product s/he shall request refund form (which can be find in the Company's official website [www.Voda.net](http://www.Voda.net)) and send to the customer support, The Refund that the departing Agent will receive is equivalent to his/her cost of the Product, less a 30% handling charge.

The refund option is available for one month after purchase product but if IBO is not sure about that, s/he can use insurance. You can pay some amount (depends on product) and have access to refund option. Please allow two (2) to four (4) weeks for processing refund requests.

### **- Ownership & Copyright Restrictions**

The Websites are owned and operated by VodaNet. The Websites, including but not limited to software, content, text, photographs, images, graphics, video, audio, hypermedia items and the compilation as a whole ("Content"), are copyrighted under U.S. copyright and other laws by VodaNet, unless otherwise noted. You must abide by all additional copyright notices or restrictions contained in the Websites or elsewhere. You may not delete any author attributions, legal or proprietary notices in the Websites or elsewhere.

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You agree not to interfere or take action that results in interference with or disruption of the Websites or servers or networks connected to the Websites. You agree not to attempt to gain unauthorized access to other computer systems or networks connected to the Websites. You may not post, transmit or distribute to or from the Websites any material that is defamatory, libelous, obscene, threatening, harassing, abusive, in violation of applicable law, or that inhibits others from enjoying this service.

### **- Copyright Permission**

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### **- Trademarks**

All content, product names, trademarks, service marks and logos on the Websites, unless otherwise noted, are wholly owned or validly licensed by VodaNet. Trademarks, service marks and logos owned by third parties remain the property of such third parties.

## **- Idea Submissions**

If you submit any ideas, suggestions or testimonials to Voda, We have the right to use your submission without charge in any manner that We deem appropriate, including posting on the Internet. You may only post ideas and material to the Websites if you have obtained appropriate copyright and other permission to post such materials and to permit Voda to use such material without restriction. You agree that you will not violate or infringe the rights of third parties, including privacy, publicity and intellectual and proprietary rights, such as copyright or trademark rights.

## **- Privacy Policy**

VodaNet Ltd has strict customer information confidentiality policies as set forth in its online Privacy Policy, which is fully incorporated herein by reference. You agree to be bound by Voda's Privacy Policy. Consistent with these policies, you may not collect, distribute or gather personal or aggregate information, including Internet or e-mail addresses, about Voda's IBOs or any of their clients or other users.

## **- Anti-Spam Policy**

VodaNet strictly prohibits the sending of unsolicited bulk email (spam). Spam is defined for this purpose as sending ten or more messages similar in content to any persons, entities, newsgroups, forums, email lists, or other groups or lists unless prior authorization has been obtained from the email recipient or unless a business or personal relationship has already been established with the email recipient. VodaNet also prohibits using false headers in emails or falsifying, forging or altering the origin of any email in connection with VodaNet, and/or its products and services. VodaNet prohibits engaging in any of the foregoing activities by using the service of another provider, remailer service, or otherwise.

If you or anyone you know is "spammed" by someone who is selling or describing voda's products or services, please contact us promptly so that we may take appropriate action.

## **- Disclaimer**

VodaNet does not make any representations or warranties, express or implied, including without limitation, warranties of merchantability, fitness for a particular purpose, title, compatibility, security, accuracy, or usefulness with respect to voda's products and services, this website, information contained on the website, the myvodanet.com program or the vodanet opportunity (collectively hereafter, "service").

This service is provided "as is." you may rely on this service solely at your own risk. advice, opinions and statements should not be relied upon when making important personal, medical, legal or financial decisions. you should consult a professional to obtain specific advice appropriate to your circumstances. we do not warrant that this service will be uninterrupted or error-free, and there may be delays, commissions, interruptions and inaccuracies in the information or other materials that are available on or through this service. you assume full responsibility and risk of loss, including loss of data, resulting from your downloading and/or use of this website or this service. Although we intend to take reasonable steps to prevent the introduction of viruses and other destructive materials to this service, we do not guarantee or warrant that this service or materials that may be downloaded from this service do not contain such destructive features. we are not liable for any damages or harm attributable to the foregoing.

We make no representations or warranties regarding IBO's websites, including warranties of merchantability or fitness of purpose. You should not rely on any representations or warranties contained on any independent business ownership website. The final success or failure of any voda independent business ownership depends upon his or her individual effort. There are no guarantees or projections of actual earnings.

## **- Limited liability**

you agree that VodaNet, its affiliates, agents, independent business ownerships, and their respective officers, directors, employees, and agents will not be liable for any claim, loss, damages, expenses or costs whether direct or indirect, including consequential or special damages, lost profits or otherwise, arising out of or relating in any way to this agreement, your use

or inability to use this service, your purchase or use of VodaNet goods, services or information, your participation as an VodaNet independent business ownership, or from unauthorized access to or alteration of your transmissions or data.

### **- Indemnification**

you agree to indemnify and hold harmless VodaNet, its affiliates, agents, independent business ownerships, and their respective officers, directors, employees, and agents from any and all liabilities, claims, expenses and damages, including reasonable attorneys' fees and costs, arising out of or in any way related to your use of this service, sale or information regarding VodaNet products, the VodaNet opportunity, or in connection with your account or any other person's use or access to this service by or through your account, with or without your permission, including without limitation any claims of libel, defamation, violation of rights of privacy or publicity, trespass, and infringement of intellectual or other proprietary rights.

### **- Resolution of disputes**

You waive all rights to jury or court trial to resolve any dispute arising from or relating to this agreement except as expressly set forth herein.

All disputes and claims relating to VodaNet, or its past or present related entities, officers, directors, employees, investors, distributors or vendors, its marketing and compensation plan, its products, the rights and obligations of an Independent Business Ownership and VodaNet, or any other claims or causes of action relating to the performance of either an Independent Business Ownership or VodaNet under the Independent Business Ownership Agreement, or Policies & Procedures, or the purchase of products shall be settled totally and finally by mediation and binding arbitration as set forth herein. If a dispute arises, it is expected that the parties will attempt in good faith to resolve any such dispute in an amicable and mutually satisfactory manner.

The parties further expressly agree that (i) the arbitrator shall only reach his decision by applying strict rules of law to the facts, (ii) the arbitration shall be conducted in the English language, in the county and state of the VodaNet corporate office in the BVI, (iii) subject to sub-clause (iv) of this paragraph, the party filing the Demand for Arbitration shall be responsible for all fees and costs charged by the AAA and the arbitrator, provided, however, that the respondent shall be responsible for the filing fees of any Cross-Complaint that it files with the AAA; (iv) the party in whose favor the arbitration award is rendered shall be entitled to recover costs and expenses of the arbitration including, but not limited to, attorneys' fees and the cost and expense of administration of the arbitration proceedings, and any costs and attorney's fees incurred in executing on or enforcing the arbitration award, (v) neither party (nor any of VodaNet's related entities, officers, directors, employees, investors, distributors or vendors) shall have any liability for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, or loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement or for any act, omission, or other conduct arising out of the parties' business relationship; and (vi) the arbitral award shall be issued in the county and state of the VodaNet corporate office in the BVI.

Except as provided below, no party shall be entitled to commence or maintain any action in a court of law upon any matter in dispute until such matter shall have been submitted and determined as provided herein and then only for the enforcement of such arbitration award. Provided that, notwithstanding this mediation and arbitration policy, either party may apply to a court of competent jurisdiction in the county and state of the VodaNet corporate office in the BVI, or in any other jurisdiction as necessary to enforce an arbitration award or the injunctive relief granted by a court, to seek a temporary restraining order, preliminary injunction, or other injunctive relief before, during the pendency of, or after the rendition of, a decision in any arbitration proceeding. The institution of any action for equitable relief or to enforce an award or order shall not constitute a waiver of the right or obligation of any party to submit any claim seeking relief other than injunctive or enforcement relief to arbitration. Judgment upon the award may be entered by the BVI Federal District Court or Superior Court located in the county and state of the VodaNet corporate office in the BVI, or application may be made to such court for the judicial acceptance of the award and order of enforcement, as the case may be, if the arbitrator's award or decision is not complied with within seven days of the arbitrator's decision.

The existence of any claim or cause of action of an Independent Business Ownership against VodaNet whether predicated on the Consultant Agreement or otherwise shall not constitute a defense to VodaNet's enforcement of an Independent Business Ownership's covenants and agreements contained herein or under the Agreement. This agreement to arbitrate shall survive any termination or expiration of any other agreements between the parties.

Jurisdiction and venue of any matter not subject to mediation or arbitration shall reside in Orange County, State of California unless the laws of the state in which you reside expressly requires the application of its laws. The applicable provisions relating to mediation in the California Code of Civil Procedure and the California Evidence Code shall govern all matters relating to any mediation conducted pursuant to this Agreement. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Delaware shall govern all other matters relating to or arising from this Agreement unless the laws of the state in which you reside expressly requires the application of its laws.

### **- Waiver**

No delay or omission by either party hereto to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. The terms and conditions of this Agreement may be waived or amended only in writing and only by the party that is entitled to the benefits of the term(s) or condition(s) being waived or amended. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.

### **- Unenforceability**

If any provision of this Agreement or any word, phrase, clause, sentence, or other portion thereof should be held to be unenforceable or invalid for any reason, then provided that the essential consideration for entering into this Agreement on the part of any party is not unreasonably impaired, such provision or portion thereof shall be modified or deleted in such manner as to render this Agreement as modified legal and enforceable to the maximum extent permitted under applicable laws.

### **- Authority to Execute**

The party signing this Agreement hereby acknowledges, represents and warrants that they are expressly and duly authorized to execute this Agreement and to legally bind said party to this Agreement.

### **- Notices**

You may contact us by writing or calling us at the address, email address and/or telephone number listed below:

**VodaNet Ltd.**

No 46, Voda Tower,  
Wickhams Cay 1,  
Road Town, Tortola  
British Virgin Islands

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**Email:** [Info \(at\) Voda.net](mailto:Info@Voda.net)