# **Terms of Service**

### Acknowledgment & Acceptance

By enrolling and/or using the Success Mantra Program ("Success Mantra"), you agree that you have read and understand this Agreement ("Agreement") and that your membership in Success Mantra shall conform to its terms and conditions.

The Success Mantra Program is owned and operated by Successmantra.net. ("Successmantra.net").

Success Mantra Program ("Program") members ("Members") may earn Incentive Money for completing the offers; taking advantage of Incentive-earning opportunities on the Program and other third party Web sites; responding to offers from participating advertisers and partners via email, or SMS; and complying with the terms of other offers or programs from Successmantra.net or other participating companies.

Successmantra.net reserves the right to send Members messages from time to time for which they may not be incentivized. Such messages may include Success Mantra system updates; flash bulletins; order confirmations; administrative announcements; special requests and other similar messages ("Administrative Messages") and may be sent via email or SMS. Members can elect to stop receiving email but cannot unsubscribe from these Administrative Messages while enrolled in the Program.

Successmantra.net is under no obligation to provide Members with any particular amount of incentive earning opportunities or free movie recharge or free movie tickets.

Successmantra.net reserves the right to limit Success Mantra enrollment at any time.

### Successmantra.net Privacy Policy

Successmantra.net promises to maintain the privacy of members' personal information. The full extent of our commitment can be found by visiting our **Privacy Policy**.

# **Terms of Participation**

Only individuals 18 years or older may enroll in the Success Mantra Program and become paid Member. Success Mantra reserves the right to prevent access to the Program and the Success Mantra website .

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Success Mantra membership and its right to use is limited to one individual per Success Mantra account.

Successmantra.net allows only one email address and one mobile number per Member.

Member agrees to provide only true and accurate information to Success Mantra (including to its advertisers and partners) at all times.

Member agrees to comply with the terms of all Success Mantra and Success Mantra advertiser and partner offers, promotions, and programs at all times. Member agrees not to abuse Success Mantra privileges by conduct which is detrimental to the interests of Successmantra.net, including without limitation attempting to accrue Incentives or spend Incentives in a manner inconsistent with the rules of Success Mantra or intent of this Agreement, having multiple accounts, attempting to earn Incentives through other than legitimate channels, participating in purchasing or redemption fraud, or tampering with Success Mantra referral links, etc.

Successmantra.net reserves the right to terminate or disable, at Successmantra.net's sole discretion, any Success Mantra membership if Successmantra.net believes such Member has violated or acted inconsistently with the rules of Success Mantra or intent of this Agreement. Member understands and agrees disabling of membership will result in Member's inability to earn Incentives or free prepaid mobile recharge or free movie tickets. Member understands and agrees termination of membership will result in the cancellation of all of Member's incentives in Success Mantra wallet.

Successmantra.net shall be the sole determiner in cases of suspected abuse, fraud, or violation of its rules and any decision it makes relating to termination of membership (including cancellation of wallet balance) shall be final and binding.

Success Mantra reserves the right to adjust your wallet balance for transactions not completed or cancelled. A pattern of placing orders followed by cancellations is construed as purchasing fraud and could result in the termination of your Success Mantra account.

Offers are subject to change at any time without notice.

Member's discontinued participation in Success Mantra or failure to notify Successmantra.net of any address (mobile number or email) or profile changes may result in the termination of Member's membership and forfeiture of Member's wallet balance.

Successmantra.net reserves the right to cancel or disable accounts and expire unredeemed

Member shall comply with all laws, rules, and regulations that are applicable to Member. Member acknowledges that Member may only participate in Success Mantra if and to the extent that such participation is permitted by such laws, rules, and regulations. Successmantra.net refuses to enroll Member, or to restrict, modify, or terminate Member's participation in Success Mantra, without liability to Member or any other party, if Member violates any law, rule, or regulation, or if Member's participation in Success Mantra could violate any law, rule, or regulation.

#### **Disclaimer of Warranties**

Member expressly agrees that use of Success Mantra is at Member's sole risk.

Success Mantra and all services offered therein are provided on a strictly "as is" and "as available" basis. Successmantra.net MAKES NO WARRANTY WITH REGARD TO ANY PRODUCTS, SERVICES, OR REWARDS OBTAINED BY MEMBERS THROUGH Success Mantra OR THROUGH Success Mantra ADVERTISERS OR PARTNERS; THAT Success Mantra WILL MEET MEMBERS' REQUIREMENTS; OR THAT Success Mantra WILL BE UNINTERRUPTED, TIMELY, ERROR FREE; NOR DOES Successmantra.net MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF Success Mantra OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH Success Mantra.

Successmantra.net expressly disclaims any and all express and implied warranties, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Successmantra.net shall not be liable or responsible for those

guarantees, warranties, and representations, if any, offered by Success Mantra advertisers, partners, manufacturers of merchandise, or suppliers of services. No advice or information, whether oral or written, obtained by Member from Successmantra.net or through Success Mantra shall create any warranty not expressly made herein.

# **Limitation of Liability**

Successmantra.net SHALL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL, RELATING TO THE PARTICIPATION OR INABILITY TO PARTICIPATE IN Success Mantra

Successmantra.net is not responsible for damages or losses that result from participating or inability to participate in Success Mantra, or reliance on or use of information, services, or merchandise provided on or through Success Mantra.

Member acknowledges and agrees that Successmantra.net neither endorses the contents of advertisements or third parties' Web sites, nor assumes responsibility or liability for the accuracy of material contained therein, or any infringement of third party intellectual property rights arising there from, or any fraud or other crime facilitated thereby.

Successmantra.net is not responsible and assumes no liability for changes or discontinuances of service from providers which may affect offers or the accrual of Incentives.

# **Participation in Promotions of Advertisers and Merchants**

Member's correspondence with or participation in promotions of Success Mantra advertisers and partners are solely between corresponding Member and the advertiser or partner. Successmantra.net assumes no liability, obligation, or responsibility for any part of any such correspondence or promotion, including without limitation withdrawal or modification of any offer or promotion.

Member understands that, in some cases, there may be delay in the crediting of Incentives for promotions of advertisers or partners due to advertisers' or partners' failure to provide necessary information to Successmantra.net for such crediting of Incentives. Successmantra.net will not be responsible or liable for the delay or failure to credit Incentives in such event.

# **Third Party Services**

To enhance the value of the Success Mantra service to its Members, Successmantra.net may on occasion share selected personal information with third parties for the limited purposes of data verification and supplementation.

Such third parties shall be STRICTLY bound by the terms set forth in the Success Mantra Privacy Policy.

Such third parties will agree to maintain the confidentiality and protection of your personal information, at all times during and after providing services.

# Termination

AT ANY TIME EITHER MEMBER OR Successmantra.net MAY TERMINATE MEMBER'S MEMBERSHIP WITH OR WITHOUT CAUSE. MEMBER'S RIGHT TO USE MEMBER'S MEMBERSHIP IMMEDIATELY CEASES UPON TERMINATION.

Termination of Member's membership by Member is effective upon Member submitting a termination request on <u>admin@successmantra.net</u> Member understands that, in some cases, Member may still receive messages (which may have been scheduled prior to Member's termination) after termination.

Should Member object to any of the terms and conditions of this Agreement, or any subsequent modifications thereto, or become dissatisfied with Success Mantra, Member's only recourse is to immediately discontinue participation in Success Mantra and properly terminate his or her membership. (See paragraph above.)

Successmantra.net reserves the right to terminate the membership of any Member who appears to be using Success Mantra in a manner inconsistent with this Agreement, the intent of this Agreement, or any Success Mantra rules.

### **Non-Transferability**

Member's right to use Success Mantra is non-transferable.

Member's membership will terminate immediately in the event of Member's death.

# **Proprietary Rights to Content and other Intellectual Property**

Member acknowledges that Success Mantra content (including but not limited to text, sound, photographs, graphics, or other material contained in any Success Mantra communication, advertisements, or messages, whether by Successmantra.net or Successmantra.net's advertisers or partners), service and software are protected by copyrights, trademarks, service marks, patents, and/or other proprietary rights and laws; therefore, Member is only permitted to use content, service, or software as expressly authorized by Successmantra.net, its advertisers and partners, as the case may be.

Member agrees not to forward any Success Mantra offers or promotions to others without first obtaining the express written permission of Successmantra.net; Success Mantra offers are specific to Member's membership unless otherwise stated.

### **Modifications**

Successmantra.net reserves the right to change this Agreement, and/or any part thereof, at any time. Member understands the most recent version of this Agreement will be located on the Success Mantra Web site in the Member Services area under Terms of Service.

Member's non-termination or continued use of Success Mantra constitutes an affirmative acknowledgment by Member of any modification to the Member Terms of Service Agreement and consent to abide and be bound by any terms thereof. At any time, if Member does not agree with the Member Terms of Service, Member may terminate Member's membership.

Successmantra.net reserves the right to modify or discontinue the Success Mantra service with or without notice to Member.

Successmantra.net shall not be liable to Member or any third party should Successmantra.net exercise its right to modify or discontinue the Success Mantra service.

Member's continued participation in the Program shall constitute an affirmative acknowledgment by Member of any amendment or modification to the TOS and Member's consent to abide and be bound by said TOS as amended or modified.

### Notices

All notices given by Successmantra.net to Member will be given by email or SMS.

# Indemnification

Member agrees to indemnify and hold Successmantra.net, its affiliates, officers, and employees harmless from any claim, demand, expense, or damage, including reasonable attorneys' fees relating to use of Success Mantra or violation of this Agreement.

#### Laws

Any dispute or claim arising out of or in relation to this Agreement, or the interpretation, making, performance, breach, or termination thereof, shall be finally settled by binding arbitration in New Delhi, India. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

Member and Successmantra.net agree that, any provision of applicable law notwithstanding, neither party will request, and the arbitrators shall have no authority to award, punitive or exemplary damages against the other party.

This Agreement constitutes the complete and exclusive understanding between Successmantra.net and Member relating to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, communications, and/or advertising with respect to such subject matter.

If any provision(s) of this Agreement is held by the arbitrators to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

Successmantra.net's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Successmantra.net in writing.