



Project-Alpha  
Marketing Corporation

## TERMS AND CONDITIONS

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Welcome to **Project-Alpha Marketing Corporation**! We are pleased to present to you our Terms and Conditions for the sale and distribution of our nutritional and dietary supplements.

**Project-Alpha Marketing Corporation (PAMC)** has the right to modify and implement changes to its **Terms and Conditions (T&C)**, including, but not limited to, the earning schemes it has devised for its Members, the technologies it uses, its Website, and other related areas. The modifications and changes made shall take effect immediately upon clicking the confirmation/acceptance button whenever you log-in at your back-office. So, please read carefully and understand the T&C before clicking the confirmation / acceptance button. Should you disagree with any of the provisions of the T&C, then your application shall be automatically rejected, or you shall be disqualified from becoming a Member of PAMC. However, should you agree to said T&C in its entirety, you shall be declared a bona fide Member of PAMC. As such, you shall be bound to the said T&C of the Company.

The PAMC Terms and Conditions shall govern all actions that relate to the execution of your business.

### 1. INTRODUCTION

**Project-Alpha Marketing Corporation** (hereinafter referred to as 'the Company') is a retail and marketing company;

**Project-Alpha Marketing Corporation** was incorporated in the Philippines;

The objects of the Company covers all subject matters that are not forbidden by International Business Companies (Amendment and Consolidation) Act, Chapter 149 of the Revised Laws of the Philippines, 2009, in particular but not exclusively to all commercial, financial, lending, borrowing, commission, service activities and the participation in other enterprises as well as to provide brokerage, training, and managed account services in currencies, commodities, indexes, CFDs, and leveraged financial instruments.

## 2. ACKNOWLEDGMENT

2.1 The Member acknowledges that he/she has read, understood, and accepted all the provisions of the Terms and Conditions herein, as amended from time to time, in addition to any information available at the firm's website, which is [www.theprojectalpha.net](http://www.theprojectalpha.net).

2.2 The Company shall issue a notification, addressed to the person who duly accomplished and submitted the Account Opening Application Form along with all the required identification documents, affirming the approval or rejection of his/her application as a Member of the Company. It is understood that the Company is under no obligation (and may be unable under applicable regulations) to accept the Member as its customer, and hence, open an account for him/her, or accept any money from him/her, unless all the required documents have been received by the Company, properly and fully completed by the Member, and all internal Company checks (including, without limitation, anti-money.

## 3. COMPANY'S PROTECTION

3.1 It is every and/or all Members' responsibility to defend the Company, its products, and its goodwill. As a result, the Members shall not make any written or spoken statements that may bring the Company, its officers, directors, and employees, as well as its products, into disrepute. In addition to the legal remedies, the Company reserves the right to deactivate, suspend, cancel, or terminate the account/s or membership of any Member who breaches its T&C, without notice. It is expressly forbidden to slander, vilify, denigrate, or disparage the products, the Company, and its directors, stockholders, officers, employees, agents, and other Members. To the degree permitted, violation of this provision shall be regarded as a **LIGHT OFFENSE**, but should always be observed in good faith for the protection of the Company's name and goodwill.

The Company's reputation and goodwill are critical components of its operations. To protect it, any Member that tends to destroy or ruin it shall be made liable. The Company has the right to give him/her penalties and sanctions.

## 4. DEFINITIONS AND INTERPRETATIONS

The terms stated below shall have the following meaning and may be used in the singular or plural as appropriate.

**Account** - personalized commission account of the Member with the Company;

**Account Detailed Report** - statement of the Member's securities portfolio, open positions, margin requirements, cash deposit, etc., at a specific point in time;

**Company** - the firm Project-Alpha Marketing Corporation;

**Dropshipping** - form of retail business that allows a pre-registered Member to sell goods online without keeping stock on hand.

**Member** - person who registered with the Company as well as accepted all the provisions of its T&C, and whose membership was confirmed by the Company. Members are classified into two: pre-registered Member and paid Member.

**Pre-registered Member** - person who complied with all the documentary requirements of the Company, accepted all the provisions of the Company's T&C to acquire membership, and was later confirmed as a bona fide Member.

**Paid Member** - person who complied with all the documentary requirements of the Company, accepted all of the provisions of the Company's T&C to acquire membership, and purchased at least one (1) Product Package from the Company. He/she is also called a Distributor.

**Distributor** - Member who promotes and sells Company products and/or services within his/her business territorial. He/she runs a physical store and keeps stock of the products he/she sells on hand.

**Confidential Information** - all information, written or oral, furnished by the Company to the Member, whether such information is prepared by or obtained from the Parties, their clients, partners, advisors or otherwise, together with business plans, financial statements, analyses, compilations, Product literature, studies, or other documents prepared by and/or received from the Company, its partners, agents, employees or representatives (including, without limitation, attorneys, accountants, analysts, and product advisors) which contain or otherwise reflect such information;

**Alpha** - term used to refer to any Member of Project-Alpha Marketing Corporation;

**Price** - value of money assigned by Project-Alpha for any one of its products;

**Distributor's Price** - price of any product fixed exclusively for paid Members;

**Suggested Retail Price** - selling price of any PAMC products set for all Members;

**Product Package** - set of Alpha products that should be purchased by a Member to become a paid Member or a Distributor of the Company. Products included in the package may vary quarterly or semi-annually as part of promotional activities;

**Products** - all items, articles, merchandise, and goods produced and manufactured under the product label of PAMC, which includes AlphaGluta, AlphaDrops, AlphaKofe, and Remedy Bio, as well as such other products as may be introduced or produced by the Company from time to time;

**Safety Net** - safety measure in the Sales Match System, wherein a paid Member will only be paid for a maximum of ten (10) sales matches per day. This mechanism is devised to balance the methods of earning through membership of new Members and direct sales of products;

**Sales Group** - any of the two (2) sales groups a paid Member may have when he/she starts his/her network under one account, specifically the left sales group and the right sales group. In each sales group, the paid Member may have as many Downlines as he/she can manage;

**Sponsor** - any paid Member who introduces to and registers another person with the Company to become a Member by virtue of the Company's acceptance of the latter's application. Sponsors are commonly known as "Direct Uplines". A sponsor is responsible for training and supporting his/her Downlines in the conduct of business;

**Downline** - sponsored Distributor who eventually forms part of the network of the Sponsor or Upline, either directly sponsored by the latter or not;

**Patronage Rebates** - what is earned by any Member whenever he/she buys products/services from PAMC's Partner Merchants;

**Alpha Merchants** - also known as Partner Merchants;

**Uni-level Rebates** - what is earned by any Member by selling Company products;

## 5. NO FRAUDULENT ACTIVITIES

5.1 The Company strictly prohibits any commission of fraudulent acts or false pretenses towards the Company itself, its products, fellow Members, and the public in general. In addition to those provided by the Revised Penal Code, the following acts constitute fraudulent activities and shall be considered **GRAVE OFFENSES**, unless otherwise stated;

**Using fictitious name or dummy, or employing other means for purposes of advancing personal gains or benefit.** The fraudulent registration of accounts through the use of dummies is highly condemned by the Company. The Company greatly abhors acts resorting to such tactics. Thus, in order to dissuade Members from committing the same, the following penalties shall be meted out to erring Members: Payment of damages in the standard amount of ONE HUNDRED FIFTY THOUSAND PESOS (Php150,000.00). All accounts registered in violation of this prohibition under the sponsorship of the erring Member shall be transferred to the original line where said accounts should have been registered.

The damages mentioned above shall be payable in the following manner:

- a. The above mentioned amounts shall be deducted from the commission the erring Member will earn.
- b. Fifty percent (50%) shall be deducted from each commission earned by the erring Member every encashment date and this amount shall be credited as payment for damages.
- c. This amount shall be payable to the direct Upline from the original line where said account should have been registered.

Notwithstanding the aforementioned penalties provided, the Management shall have the sole and exclusive discretion to impose sanctions and other penalties it may deem appropriate, with due regard to the peculiar circumstances of each case.

**Issuance of worthless check/s;**

**Incurring obligations, monetary or otherwise, and refusing to honor the same;**

**Failure to perform any of his/her obligations as a Member to the prejudice of another person, the Company, or his/her fellow Member/s;**

**Soliciting funds from persons whom the Member has enticed to serve as Company investors;**

**Failure to remit any legitimate sales/collection to the Company;**

**Failure to deliver any Company product to any person who has a claim to it;**

**Unauthorized re-sponsoring or transfer to another group, except as may be allowed by the Company;**

**Giving gifts to any officer or employee of the Company in exchange for personal gains or benefit;**

**Altering, changing, modifying, or substituting with another the contents, size, and/or composition of the products or product package;**

**Selling any of the Company products in any site or platform (including, but not limited to, social media, kiosks, stores, market stands, bazaars, and the likes) at a price other than the one assigned by the Company, which is the Suggested Retail Price (SRP), or below the SRP.**

**For those promoting and/or selling the Company products via social media, you are required to post your Member ID number, along with your complete name, on your social media page and for every post thereafter for proper identification and easy monitoring.**

**Selling Company products below the SRP is considered as a GRAVE OFFENSE, as this threatens the earning capacity of every Member and poses a serious threat to the sustainability of the business endeavors of the Company. This shall always be observed in good faith for the protection and equitable management of the Members and the Company. To discourage Members from committing this offense, the following penalties shall be imposed on any and/or all Members who would be found guilty of selling Company products below the suggested retail price:**

**First Offense:** Disabling the account of the erring Member for three months.

**Second Offense:** Suspension of the account of the erring Member for six months, resetting the account, and zeroing out of points already earned.

**Third Offense:** Cancellation of the erring Member's account and termination of his/her membership.

**Meanwhile, selling below the Member's discounted price will be meted out with the following penalties:**



**First Offense:** Suspension of the erring Member's account for six months and zeroing out of points already earned.

**Second Offense:** Cancellation of the erring Member's account and termination of his/her membership.

## 6. GOOD RELATIONSHIP AMONG MEMBERS

All Members shall, at all times, promote camaraderie and cooperation among and between themselves. They must treat their fellow Members with the highest amount of respect. They should also conduct themselves as possessing integrity and honesty when interacting and/or dealing with each other as well as when going about their respective businesses. Slight deviations from the recommended code of conduct are considered disrespectful and shall be considered as **LIGHT OFFENSES**. However, certain acts against fellow Members are strictly prohibited.

The following are prohibited acts and are considered **GRAVE OFFENSES**:

**Forging the signature of another Member, or making it appear as though another Member has subscribed or attracted any document or contract;**

**Claiming, reporting, or insinuating that his/her fellow Member has played an active role in a transaction/undertaking when he/she knew that identical is not true;**

**Attributing an act to his/her fellow Alpha Member when he/she knows the identical to be false;**

**Making incorrect statements in any written documents, such as affidavits, contracts, letters, advertisement materials, etc.;**

**Altering, modifying, changing, or revising any document relative to the Company product/s or the Firm without the express written permission of the Company thereof;**

**Re-issuing any certification or document that contains incorrect information;**

**Commissioning any dishonest act in his/her dealings regarding the Company product/s or the Company.**

Those who will be found guilty of committing any of the prohibited acts shall be meted out with the following penalties:

**First Offense:** Suspension of the erring Member's account for six (6) months and zeroing out of points already earned.

**Second Offense:** Cancellation of the erring Member's account and termination of his/her membership.

## 7. BECOMING A DISTRIBUTOR

Membership is free in Project-Alpha. As a pre-registered Member, and through dropshipping arrangements, you can purchase, promote, and sell Company products. As such, you shall be entitled to a FIVE PERCENT (5%) discount and self-rebates whenever you buy Company products. You are also allowed, but not required, to inform other people and companies about the products that PAMC offers. Finally, you are allowed to refer and/or introduce other people who want to become new Members of PAMC.

However, a Member can also join PAMC as a Business Owner, hereinafter called a "Distributor." There are actually two (2) types of PAMC Distributors: CITY DISTRIBUTOR and PROVINCIAL BUSINESS CENTER. To qualify for any of these types, you must be at least 18 years of age. Then, when you apply to become a Distributor, you need to give the correct personal information/details about the Distributor referral. Please keep in mind that it is not possible to change the referring Distributor afterward, so be extra careful and make sure that you use/copy the correct link when applying to become a Distributor. Moreover, to become a Distributor, you must provide accurate, complete, and updated registration information, as may be requested by the Company.

By signing up as a Distributor of Project-Alpha Marketing Corporation, you are signifying your agreement to receive communication indicating special offers from the Company and its partners via electronic mail (e-mail) or other applicable means. If you do not wish to receive these e-mails, you may cancel your status as a Distributor at any time. Meanwhile, membership and status as a Distributor is personal. You cannot sell or transfer your privilege as such to any other person without the prior written consent of Project-Alpha Marketing Corporation. You are also not allowed to downgrade your status.



The Company reserves the right to track Distributors' activities by both IP-address as well as individual browser activity. The provisions in the T&C shall be in effect from the day you become a Distributor, and the Agreement shall be binding until terminated by the Distributor himself/herself or the Project- Alpha Marketing Corporation, as stipulated in the T&C.

Project-Alpha Marketing Corporation does not have any control over the manner by which the Distributor will perform under these T&C. The Distributor shall, at all times, strictly follow the regulations stated in these T&C and all other policies governing the Company's relationship with Distributors. Project-Alpha Marketing Corporation also makes no representations, promises, or guarantees about the amount of sales or bonuses that the Distributor would be able to achieve by promoting and/or selling Company products. Furthermore, Project-Alpha Marketing Corporation does not warrant and makes no representations or promises about whether the Distributor will earn or profit from sales commissions. Activities, such as purchasing, promoting, and/or selling Project-Alpha Marketing Corporation's products, that the Distributors may engage in are their own voluntary efforts and decision.

**Rejection from Becoming a Distributor.** Project-Alpha Marketing Corporation may reject anyone's application to become a Distributor **without giving any reason for the rejection;**

**Restricted Countries.** The following countries are restricted, and anybody is not allowed to become a Distributor if you are a resident or citizen of, or from any of the following countries: Afghanistan, Belize, Cuba, Iran, Islamic Republic of Iraq, North Korea, South Sudan, St. Vincent and Grenadine, Canada, and Syria.

**Access to Back Office.** As a Distributor of Project-Alpha Marketing Corporation, you will be allowed to log-in at your back-office at the website <https://projectalpha.health>, the ("Back- Office"). At the Back-Office, you shall find information about Project-Alpha Marketing Corporation and the products that the Company offers to all the Distributors. From your Back-Office, you will also be able to purchase the products that the Company offers.

**E-Mail (Electronic Notification).** Once you are approved as a Distributor of Project-Alpha Marketing Corporation, you will automatically receive notices, announcements, agreements, disclosures, reports, documents, communication concerning new products, services, or other records or correspondence from Project-Alpha Marketing Corporation through email. You agree to receive these notices electronically by way of transmitting the notifications.

**Introducing and Referring New Distributors.** As a Distributor, you can introduce and refer new Distributors to Project-Alpha Marketing Corporation. PLEASE NOTE THAT PROJECT-ALPHA MARKETING CORPORATION GIVES REWARDS, BONUSES, COMMISSIONS, OR COMPENSATIONS TO MEMBERS WHO CAN REFER NEW DISTRIBUTORS TO PROJECT-ALPHA MARKETING CORPORATION.

## **8. Proprietary Rights and Trademarks**

All contents included on the website [theprojectalpha.net](http://theprojectalpha.net), hereinafter called the ("Website"), such as the brand of Project-Alpha Marketing Corporation or any variation of the brand Project-Alpha, videos, graphics, designs, text, pictures, applications, software, and other files are the proprietary property of Project-Alpha Marketing Corporation, hereinafter called ("Proprietary Property") and belongs to Project-Alpha Marketing Corporation. You are not allowed to modify, copy, distribute, frame, re-publish, display, post, transmit, download, or sell any Proprietary Property, in any form or by any means, in whole or in part, without Project-Alpha Marketing Corporation's prior written consent. You may not upload or re-publish Proprietary Property on any Internet, Intranet, or Extranet site or incorporate the information in any other database or compilation.

Any use of the Proprietary Property without the prior written consent of Project-Alpha Marketing Corporation is strictly prohibited. Violation of this provision may result to the cancellation of your rights as a Distributor. Should this occur, any unpaid and future bonuses that you may be entitled to, according to the provisions of the T&C, shall be forfeited and legal proceedings may be taken against you. Such unauthorized use may also violate applicable laws, including copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in the provisions of the T&C shall be construed as conferring any license to intellectual property rights, whether by implication or otherwise.

**8.1 Trademarks.** The name Project-Alpha Marketing Corporation that is used in graphics, logos, designs, page headers, button icons, scripts, and service names are registered trademarks of the Company, hereinafter called (the “Trademarks”). All rights are reserved. All such Trademarks may not be copied or used in any manner without the prior written consent of Project-Alpha. You hereby declare that you are familiar with Project-Alpha Marketing Corporation’s Proprietary Property and are not permitted to file for registration any of the Proprietary Property, including names, tag-lines, slogans, trademarks, logos, designs, domain names, imagery, or copyrighted material substantially similar to Project-Alpha Marketing Corporation’s Proprietary Property.

**8.2 Advertising.** You are prohibited, without the prior written consent of Project-Alpha Marketing Corporation, from advertising in any way, shape, or form that includes the name Project-Alpha Marketing Corporation or any variation thereof. This includes, but is not limited to advertising, promotions of any kind, or any advertising links in social media, such as but not limited to blogs, social media posts, vlogs, or other marketing methodology designed to promote any of the products of Project-Alpha Marketing Corporation in order to generate sales. However, you are allowed to use marketing materials that can be found at your Back-Office, including your referrer link as a Distributor, to promote any of the products that the Company offers. If you are a pre-registered Member, your advertisements may only be directed to your personal known friends and contacts, the so-called warm market.

**8.3 Anti-Spam Policy.** Project-Alpha Marketing Corporation prohibits the marketing practice commonly referred to as “Spam”. All messages that originate from you as a Member must comply with all applicable laws in your jurisdiction as well as with general spam regulations. In the event of any validated report of “Spam” instigated by you, Project-Alpha Marketing Corporation may, at its sole discretion and without prior notice, can suspend or cancel your Distributor account. In the case of cancellation, you will forfeit any unpaid and/or future bonuses and future commissions. Project-Alpha Marketing Corporation defines “Spam” as: Electronic mail messages addressed to a recipient with whom the initiator does not have an existing business or personal relationship with, or is not sent at the request of nor with the express consent of the recipient; Messages posted to forums and message boards that are off-topic (unrelated to the topic of discussion), cross-posted to unrelated newsgroups or forums, or posted in excessive volume; Solicitations posted in forums, on walls, private messaging or chat rooms, or to groups or individuals via Chat or “Instant Messaging” system.

Project-Alpha Marketing Corporation will evaluate each validated abuse incident on a case-to-case basis and may, at its sole discretion and, with or without notice, suspend your account and/or cancel it, with forfeiture of any unpaid and future Bonuses. Note that you hereby agree and accept that Project-Alpha Marketing Corporation will not be liable for any damages incurred in relation to e-mails sent out by you as a Distributor. The Distributor is required to be responsible in sending out communication and to strictly adhere to the provisions of the T&C.

## 9. PRIVACY POLICY

Privacy is of utmost importance to Project-Alpha Marketing Corporation. To better protect your privacy, we provide this notice explaining our online information practices and the choices you can make about the way your information will be collected and used. You agree to these policies by virtue of using the Website in a way that leads to you providing us with your personal information. We recognize that you may have additional rights originating from State laws based on where you live. These State-based rights may augment, strengthen, or otherwise somehow compliment any privacy rights you have inherently or under Federal law. Our policy is to comply fully with the privacy policies of every jurisdiction in which we operate. Accordingly, you are free to use our contact information to reach us at any time to assert any State rights.

**9.1 Children's Privacy.** Protecting the privacy of the young is very important. For this reason, our Website will never collect information from those who we actually know are under the age of 18 years old, and no part of our Website is structured to attract anyone under the age of 18 years old. No children under the age of 18 years old are allowed to use our Website and access Project-Alpha Marketing Corporation's products and/or services

## 10. HOW TO CONVERT POINTS AND BONUSES INTO CASH

Due to the stringent security protocols being followed by Project-Alpha Marketing Corporation, the Company may, at any time, and at their own discretion, ask you to provide a copy of your passport and a copy of your latest utility bill (dated at least within the last 90 days) that shows your address. This request is called ("KYC Request"). You are aware and agree that you will be asked to provide accepted KYC documents before you can convert any points and other bonuses into cash to a third party that is licensed to handle such information and make any payment in cash. If a KYC Request is required, then you will not be able to convert any points or other bonuses into cash until you have provided acceptable documents.

## 11. Violation of the Terms and Conditions

If you violate any of the provisions of the T&C, if you act in a way that Project-Alpha Marketing Corporation thinks is not appropriate, if you misuse any of the information given to you previously and disclose it to the public, or in any way misrepresent Project-Alpha Marketing Corporation, slander, spread gossips, make statements or otherwise say or write things that can harm the reputation of Project-Alpha Marketing Corporation or Project-Alpha Marketing Corporation as a company or any employees, consultants, third-party suppliers or individuals associated with the Company, you agree that Project-Alpha Marketing Corporation can suspend and/or cancel your status as a Distributor or Alpha Distributor, then terminate your membership with PAMC. The Company also reserves the right to take legal action against you for any damages you may have caused Project-Alpha Marketing Corporation.

**Suspension as a Distributor.** If you breached any of the provisions of the T&C, or if Project-Alpha Marketing Corporation suspects that you have breached any of the provisions of the T&C, Project-Alpha Marketing Corporation shall suspend you as a Distributor, which means that Project-Alpha Marketing Corporation will temporarily disable your access to the Back-Office and temporarily disable your access to all contents and/or news, and suspend your privilege of deriving any and/or all monetary benefit from the purchase of any product from Project-Alpha Marketing Corporation and a proper investigation shall be conducted before a final decision, whether to cancel or reinstate your status as a Distributor, shall be reached. Cancellation of your status as a Distributor shall have consequences that are presented under the section “Cancellation of Your Status as a Distributor”. Reinstatement of your Distributor status will restore your access to the Back-Office services and to all information that you were entitled to see before the suspension. If you were suspended, Project-Alpha Marketing Corporation also reserves the right to freeze your Bonuses and Points until the results of the investigation is released. Please note that in case you were suspended as a Distributor, you shall not be allowed to refer any new Distributors to Project-Alpha. During the time of suspension, you shall NOT be allowed or be entitled to any bonus, commission output, nor will you be compensated in arrears for any loss of any kind, including but not limited to loss of bonuses or commission outputs.



**Cancellation of Your Status as a Distributor and/or Termination of Your Membership.** You can, at any time, cancel your status as a Distributor and/or terminate your membership with PAMC by sending an e-mail to [support@projectalpha.health](mailto:support@projectalpha.health). Project-Alpha Marketing Corporation can also, at any point, cancel your status as a Distributor and/or terminate your membership without giving any reason for such action. The cancellation of your status and/or termination of your membership shall be effective immediately. Project-Alpha Marketing Corporation reserves the right to cancel your status as a Distributor and/or terminate your membership with us in order to comply with applicable laws, protect Company property or the property of others, ensure the safety of Project-Alpha Marketing Corporation and others, or if Project-Alpha Marketing Corporation reasonably determines that a registrant has engaged or is likely to engage in any activity that violates any of the provisions of the T&C for Distributors. Once the cancellation of status and/or termination of membership has been carried out, this shall be displayed on the start page at the back-office of the Distributor. Project-Alpha Marketing Corporation will also automatically send a notification of cancellation of status and/or the termination of membership via e-mail to the email address that the Distributor has registered with Project-Alpha. In the event of termination of membership, any due commission shall be reimbursed and in case any pre-payment was made, the pre-payment shall be reimbursed.

## 12. LEGAL ACTIONS

In the event of any violation or breach of these T&C, Project-Alpha Marketing Corporation without prejudice to any other rights and remedies at law or in equity, reserves the right to take any action it deems appropriate, including but not limited to, issuing warning letters, suspending your account as a Distributor and/or terminating your membership, and pursue litigation or other legal actions. Furthermore, Project-Alpha Marketing Corporation has zero tolerance for unprofessional behavior that can in any way, shape, or form directly or indirectly harm Project-Alpha Marketing Corporation or the companies that Project-Alpha Marketing Corporation from time to time cooperates with. Legal action will be taken against those Distributors for any loss of income or any other damage or financial loss caused to Project-Alpha Marketing Corporation or the companies that Project-Alpha Marketing Corporation from time to time cooperates with.



Any Distributor caught smearing the name of Project-Alpha Marketing Corporation – whether directly or indirectly – or in any way misrepresents Project-Alpha Marketing Corporation or the companies that the Company cooperates with will also be subject to legal action from Project-Alpha Marketing Corporation and/or the companies that Project-Alpha Marketing Corporation from time to time cooperates with. Project-Alpha Marketing Corporation shall be the sole determiner in cases of suspected abuse, fraud, violation of its rules, unprofessional behavior, smearing or misrepresenting Project-Alpha Marketing Corporation. Any decision that Project-Alpha Marketing Corporation makes relating to the suspension and/or cancellation of accounts/status and termination of the membership shall be final and binding.

**Forfeiture of Rewards, Bonuses, and Commissions.** If you, as a Distributor, lost your status as such due to a violation of any of the provisions of the T&C, or if you as a Distributor did not provide acceptable documents according to a KYC Request, within two (2) weeks from the date the KYC Request was sent, all rights to current and future bonuses, commissions, including entitled rewards and bonuses that were in the Points Account, shall be forfeited. You can no longer claim any right to these forfeited bonuses, commissions, and/or rewards.

**Withholding of Bonuses / Commissions.** If you, as a Distributor, for any reason, whether it be the fault of the Company, a result of hacker attack or otherwise, received more than the due and rightful bonuses, commissions, or rewards, you agree and accept that Project-Alpha Marketing Corporation shall deduct the unclaimed/not withdrawn overpayment on your bonuses, commissions, and/or rewards, and if these were insufficient to cover the full amount to be recovered, you agree as well to withhold any future bonuses, commissions, or other rewards according to the bonus and reward system.

**Limitations / Waiver of Liability.** You acknowledge and agree that, to the fullest extent permitted by any applicable law, you will not hold any employees, consultants, third party suppliers, or individuals associated with Project- Alpha Marketing Corporation liable for any and all damages or injury whatsoever caused by or related to use of, or inability to use the Project-Alpha Marketing Corporation Website and Back-office under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract, or tort (including negligence), and that none of the third parties or

individuals associated with Project-Alpha Marketing Corporation shall be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever arising out of the use of Company products. You further specifically acknowledge that the third parties or individuals associated with Project-Alpha Marketing Corporation are not liable, and you agree not to seek to hold any of the third parties or individuals associated with Project-Alpha Marketing Corporation liable, for the conduct of third parties, including commission, and that the risk of commission rests entirely with you. Project-Alpha Marketing Corporation reserves the right to assume the exclusive defense of any claim for which Project-Alpha Marketing Corporation is entitled to indemnification under this section. In such event, you shall provide Project-Alpha Marketing Corporation with such cooperation as is reasonably requested by the Company.

### **13. FEES, TAXES, AND LEGAL COMPLIANCE**

You are subject to all laws of the state, province, and/or country in which you reside and from which you access Project-Alpha's website, and you are solely responsible for obeying those laws. You, as a Distributor, are not an employee of Project-Alpha Marketing Corporation, nor any of its associated companies, and must not claim to be so. You, as a Distributor, are responsible for the payment of all taxes and fees that may be exacted from all the bonuses, points, commission outputs, FIAT currency, or cryptocurrencies you received from the bonus system of Project-Alpha Marketing Corporation. In case Project-Alpha Marketing Corporation shall be held liable for any tax or fee computed based on your bonuses, points, Promotion Codes, mined commission output, and other remunerations awarded to you as a Distributor, you agree and accept to indemnify and hold Project-Alpha Marketing Corporation harmless for this and accept that Project-Alpha Marketing Corporation can claim liability and withhold already generated and future bonuses, points, commission outputs and future commission outputs, Promotion Codes, and other remunerations to cover any payment of taxes or fees for you as a Distributor.

Project-Alpha Marketing Corporation prefers that you, as a Distributor, apply to become a corporation. If any government entity determines that you, as a Distributor, are subject to wage withholding, you agree to form a corporation or to execute such paperwork or take such actions as is reasonable to establish that the Distributor is not an employee of Project-Alpha Marketing Corporation,

or Project-Alpha Marketing Corporation shall have the right to terminate your status as a Distributor as well as the Agreement we forthwith signed upon written notice. If the Distributor forms a corporation, then upon request by Project-Alpha Marketing Corporation, the Distributor shall provide documentation that a corporation has been formed and is in good standing with government entities. If the Distributor forms a corporation, then all commissions under the T&C from Project-Alpha Marketing Corporation due to the Distributor shall be made payable to the Distributor's corporation. Otherwise, payments shall be made payable to the trade or business name of the Distributor.

If any government or authority demands that Project-Alpha Marketing Corporation shall pay for tax, fee, social insurance, VAT on your purchased product or service, or insurance contribution on behalf of the Distributor, or in regard to the product and/or services the Distributor has purchased from Project-Alpha Marketing Corporation, you agree that Project-Alpha Marketing Corporation withhold these taxes and fees from you, likewise from your future bonuses, promotion codes, and commission outputs. If Project-Alpha Marketing Corporation suspects that you breached any law, e.g. used a stolen credit card, or otherwise committed fraud or an attempt to fraud, Project-Alpha Marketing Corporation can immediately suspend your status as a Distributor, block the release of all your bonuses, and take other legal action against you without further notice. You further agree that Project-Alpha Marketing Corporation cannot be held liable if laws applicable to you restricted or prohibited your participation. Project-Alpha Marketing Corporation makes no representations or warranties, implicit or

explicit, as to your legal right to offer the products that the Company offers, nor shall any Distributor, or claiming affiliation, with Project-Alpha Marketing Corporation have authority to make any such representations or warranties. Project-Alpha Marketing Corporation reserves the right to monitor the location from which you access Project-Alpha's Websites and to block access from any jurisdiction in which participation is illegal or restricted.

**General Notice.** As a Distributor, you hereby accept and warrant that you have an understanding of the usage and intricacies of cryptographic tokens, such as BTC (Bitcoin) and other block chain-based software systems.

Furthermore, you accept and warrant that you are legally permitted to trade, directly or indirectly, via a third party as Project-Alpha Marketing Corporation, in your jurisdiction. You also accept and warrant that you waive your right to participate in a class action lawsuit or a wide-reaching arbitration or court case against Project-Alpha Marketing Corporation or any entity, Distributor, private individuals, employees, consultants, third-party suppliers, or other people or entities associated or connected with Project-Alpha Marketing Corporation. You further accept and warrant that you take sole responsibility for any restrictions and risks associated with the commission. Further, you accept and warrant that you are not exchanging cryptocurrencies or FIAT Currency for the purpose of speculative investments, nor for any illegal purpose within your jurisdiction. You accept and warrant that you understand that there is no guarantee whatsoever on commission, to the extent permitted by law.

**Disclaimer of Warranties.** You expressly agree that you commissioned at your sole risk, and that commission on an “as is” basis without warranties of any kind, either expressed or implied, including, but not limited to, warranties of title or implied pledges, merchantability or fit for a particular purpose(except only to the extent prohibited under applicable law with any legally required warranty period to the shorter of thirty days from first use or the minimum period required). Without limiting the foregoing, none of third parties or individuals associated with the generation warrant that the process for purchasing commission will be uninterrupted or error-free.

**Availability, Viruses, Warranty Disclaimer.** Due to the nature of the Internet and computer systems, Project-Alpha Marketing Corporation cannot be held liable for any effect, detrimental or otherwise, the change and/or modification of the Company’s Website as well as its computer systems may bring to you or your account/s’ records, or the non-continuous availability of the Website. Although Project-Alpha Marketing Corporation makes every endeavor to keep the Website accessible and free from viruses, and the records of all its Members accurate, Project-Alpha Marketing Corporation cannot make any guarantee that it is virus-free nor error-free. You shall, for your protection, take the necessary steps to ensure appropriate security measures and shall utilize a virus scanner before downloading any information, software, or documentation. Likewise, you must keep an updated record of your own account/s. The Project-Alpha Marketing Corporation Website may be unavailable from time to time for maintenance or other reasons.

Project-Alpha Marketing Corporation assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of user communications or content. Project-Alpha Marketing Corporation is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers of any of the beforementioned, computer or mobile phone equipment, software, on account of technical problems or traffic congestions on the Internet or at the Project-Alpha Marketing Corporation Website, including injury or damage to user's or to any other person's computer, cell phone or other hardware or software, related to or resulting from using or downloading materials in connection with the Website. All information and services included in or available through the Website is provided "as is" and "as available" for your personal, non-commercial use. Neither Project-Alpha Marketing Corporation, nor any of its employees, agents, content providers, service providers, or licensors, makes any warranty of any kind regarding the website and/or the content contained therein, the products or services available on or through the Website, and the results that may be obtained from using the Website. Project-Alpha Marketing Corporation disclaims all warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose or non-infringement. Project-Alpha Marketing Corporation expressly disclaims all warranties that the content of the Website is accurate, reliable, or correct; that the Website will be available at any particular time or location, will be uninterrupted, timely, secure or error-free; that any defects or errors will be corrected; or that the content is free of viruses or other harmful components. Your use of the Project-Alpha Marketing Corporation Website is solely at your own risk. You download or otherwise obtain content, material data, or software (including any mobile user) from or through the Project-Alpha Marketing Corporation Website or service at your own discretion and risk and you will be solely responsible for your use thereof and of any damages to your cell phone or computer system, loss of data, or other harm of any kind that may result. Because some jurisdictions do not permit the exclusion of certain warranties, these exclusions may not apply to you. To the extent that we may not disclaim implied warranties as a matter of applicable law, the scope and duration of such warranty shall be the minimum required under such applicable law.

**Governing Law.** The T&C shall be governed by the laws of the Republic of the Philippines.



**Statute of Limitations.** Regardless of any statute or law to the contrary, any claim or cause of action arising out of or relating to the T&C must be filed within six (6) months after such claim or cause of action arose, or be forever barred.

#### 14. MISCELLANEOUS

No delay or omission by any of the parties in exercising any right under the T&C shall operate as a waiver of that or any other right. A waiver or consent given by the other party on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion. Captions contained in the T&C are inserted only as a matter of convenience or for reference and in no way, define, limit, extend, or describe the scope of the T&C, or the intent of any provision of the T&C. It is the intent of the parties that neither the T&C, nor any covenant in the T&C, shall be construed against either party pursuant to the common law rule of construction against the drafter. It is the intent of the parties that the said rule is not applicable to the T&C. The parties waive all rights to trial by a court in any action or proceeding instituted in connection with the T&C. If any provision of the T&C shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such provision shall be enforced to the maximum extent permissible so as to give effect to the parties' intentions as reflected in the provision, and all other provisions of the T&C shall remain in full force and effect. In the event of a dispute arising out of or relating to the T&C, the prevailing party shall be entitled to an award of attorneys' fees and costs. The T&C is personal to you and may not be assigned or sub-assigned. This includes, but is not limited to, the sale, transfer, pledge, or grant of power of attorney to any rights or obligations according to the T&C. In the event that any of the provision of the T&C shall found to be invalid, illegal or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby. Nothing in the T&C provides the Distributor with the right, license, authorization, or approval to make binding agreements with any person or entity on behalf of Project-Alpha Marketing Corporation. Furthermore, the Distributor is not authorized to receive or collect monies from any person on behalf of Project-Alpha Marketing Corporation. All payments must be made directly to Project-Alpha Marketing Corporation for it to be a valid payment. The T&C, the Project-Alpha Marketing Corporation Privacy Policy, as well as all other terms, obligations, and rules posted on the Website, are hereby incorporated by this reference.