



TERMS AND CONDITIONS

These terms and conditions ("T & C") apply to all members in XSINERGIA, hereinafter referred to as ("XSINERGIA") and you ("INDEPENDENT SELLER") or ("INDEPENDENT PROVIDER") may become members ("Member").) and by accepting these T & Cs, you agree that you have read and understood the T & Cs.

Modifications

XSINERGIA can modify these T & C at any time. All changes to these T & Cs will become effective immediately after the implementation of such changes, as Your acceptance of the revised T & C will be done through a confirmation or acceptance button when you click on Your secure back-office at <https://xsinergia.com/site> Review them from time to time, as your continuous login in your Back-Office will be considered as your acceptance of any modification of this type. If you do not agree with these T & C, do not become a member.

XSINERGIA makes no statements or promises about the amount of sales or bonuses based on the XSINERGIA products or services that the Independent Seller can achieve. In addition, XSINERGIA does not guarantee or make representations or promises about what the Independent Vendor will earn or benefit from the extraction of any cryptocurrency that the Retailer may, in its own decision, choose to purchase from XSINERGIA.

You agree to take reasonable steps to be familiar with national and state marketing bans via email, fax and telephone devices, and to avoid improper business solicitation.

Accept refrain from making misleading or improper representations of the products and services of XSINERGIA.

Relationship of the parties

Once you become an Independent Vendor, you accept these T & Cs and sign an agreement with the related companies of XSINERGIA, namely, Synergy of Assets and Partners S.L., Nousgo World Wide Traveling S.L., TOR GLOBAL TRAVEL S.L.

Application, earnings and advice.

XSINERGIA is not responsible for errors or omissions contained in the content disseminated on the website, nor is responsible for losses incurred as a result of using the content of the website in any way. XSINERGIA has not requested it, nor does it offer personalized investment advice. XSINERGIA employees will answer your general customer service questions. However, they will not give you specific investment advice, since they are not authorized by the securities laws to handle your particular investment situation. The communication of our employees only has effect to provide technical support. The information provided in The website should not cause investment decisions. In addition, XSINERGIA has not made any statement, guarantee or guarantee that you will earn money with any product or service purchased from XSINERGIA and the result of the extraction is a result that is beyond the control of XSINERGIA and you will obtain the result in accordance with these Terms and Conditions .

Before deciding if you want to apply to be a member or Independent Salesperson of XSINERGIA and then, by your own decision, decide if you want to buy any XSINERGIA product or service, you should consult competent and professional help and read all available information or information. of the public company with respect to XSINERGIA. If the information you find contains predictions, expectations, beliefs, plans, assumptions or potential future income, this may not be a statement of historical facts and may be "forward-looking statements." Forward-looking statements are based on expectations, estimates and projections at the time statements are made that involve a series of risks and uncertainties that could cause actual results to differ materially from those currently anticipated. Most forward-looking statements include the use of the following words: "wait," "be," "anticipate," "estimate," "believe," "may," "could," or "could."

TERMS AND CONDITIONS

Among the undersigned, that is, on the one hand: SINERGIA DE ACTIVOS Y SOCIOS S.L. with CIF ES-B93607414 registered in the Mercantile Registry of Málaga, Spain and fiscal address in Pol.Ind. La Moraga 2B of Alhaurín de la Torre - Málaga, which for the purposes of this contract will be called XSINERGIA and / or the buyer; On the other hand, there is a natural or legal person who is linked through this document and who finds a complete identification in their respective affiliation and who, for the purposes of this Contract, will be called Seller and / or Independent Provider. The current relationship is strictly commercial and is governed by the commercial and civil legal framework of each country and is regulated by civil and commercial laws that deal with the commercial activities of multilevel systems or commercialization in all countries. There is no employment link between XSINERGIA and the Independent Provider, as this does not obligate the Independent Provider to comply with a work schedule; The Independent Provider does not receive direct orders from XSINERGIA (in any of its countries) to perform certain functions, the Independent Provider is not its subordinate and does not receive a fixed remuneration that may be similar to the payment of a salary. In order to enter into this Contract, the parties declare that they exercise it freely, spontaneously and voluntarily, stipulating as follows:

CLAUSES:

FIRST.

Object of the contract. The purpose of this Contract is to develop activities for the commercialization of virtual (digital) and / or physical products through the system of direct marketing, in network or multilevel, where the Independent Seller will use the platforms owned by the company XSINERGIA

SECOND.

Rights of the independent seller. The following are the Rights of the Seller, in addition to those conferred by the Law;

- a) Have a virtual office to monitor your network.
- b) Receive the payment of the commissions to which they are entitled in a timely manner. Note: As long as the member's account is not suspended.
- c) Receive all the benefits contemplated in the compensation plan.

THIRD.

Obligations and Prohibitions of the Independent Vendor. The obligations of the independent provider are:

- a) Pay the cost of the purchase of the service or product in a timely manner and in the manner stipulated.
- b) Be permanently trained in the updates that arise from the business.
- c) Permanently support those people who are part of your network. NOTE. They are called people who are part of the network, all those people to whom the Independent Provider is linked at their own risk under their code, as a direct client or a multilevel network, with the understanding that XSINERGIA presupposes the good faith of each one of its affiliates. and / or affiliates and those that become independent providers.
- d) Do not use the name XSINERGIA, incorrectly, mistreat, abuse, lock, defame or insult the good name of the company. Paragraph: In the case of this situation, the company XSINERGIA will immediately suspend the member and this will lose the fees generated at the time of the suspension. To get the activation again, after if suspended for this reason, it will be done directly with the legal area of the company through legal@xsinergia.com
- e) The Independent Vendor MUST NOT use the name of XSINERGIA to commercialize another product that does not belong to the company or theirs in an improper manner.
- f) Maintain the minimum standards of respect, harmony, ethics and professionalism with XSINERGIA and its affiliates: independent providers, with the other affiliates and / or independent suppliers that do not belong to its network and with all collaborators and / or work team that is part of XSINERGIA.
- g) It is the obligation of the Independent Vendor, to process in a due manner any claim and / or controversy that may arise, through the channels that are provided. (The following are communication channels due: mail or email: support@xsinergia.com). And other channels of communication or contact that the company has at this time or in the future in our means of communication and disclosure of our business.
- h) Must have moral and legal capacity to hire, must be a person of legal age. All under the application of the principles of good personal and commercial customs. NOTE: XSINERGIA, is not obliged to respond to communications sent to the company in a disrespectful, undue and / or false language.
- i) It is the obligation of the Independent Provider to provide XSINERGIA with all the required documentation and information in a timely and truthful manner at the time of affiliation, so that both XSINERGIA and the Independent Provider can comply with their Commercial, Legal and Tax Obligations. Tax notice: XSINERGIA will boast of Good Faith in the information, capacity, age of majority and documentation provided and provided by the Independent Provider, for this reason it will not be responsible for the falsehoods that the Independent Provider will provide.

j) It is the obligation of the Independent Provider, to collect the information of the electronic account in his name and not in the name of third parties. You must send all the information that XSINERGIA requires for the payment of your bonuses and / or commissions. NOTE: The commercial firm XSINERGIA will not be in default, when it can not make the payments of bonuses or commissions to which the Independent Vendor is entitled, due to its omission in the delivery of the opportune information of its account and others. Data required by XSINERGIA, All information and documentation provided at the time of registration or within a period not exceeding 5 calendar days is understood as timely.

Are prohibitions of the independent seller:

a). Use the intellectual and industrial property of XSINERGIA in any of its forms, whether in trademarks, logos, names and trademarks, invention patents and any other industrial and intellectual property without the corresponding authorization. NOTE: If the Independent Vendor commits any of the prohibitions and / or does not comply with any of his obligations, his account will be suspended immediately and will have the corresponding sanctions. To process it, it will do so with the areas in charge and in special cases it will be managed directly with the Legal Area at legal@xsinergia.com

QUARTER.

Confidentiality clause. The Independent Seller must maintain this Clause in the following manner:

a) It must maintain in strict confidentiality all the documents and information that have been conferred under this modality.

b) You can not use confidential information, for your personal benefit or that of third parties.

c) You will not be able to negotiate, market, commercialize, disclose, announce verbally, in writing or in any type of social networks, the information entrusted to you as confidential.

d) Confidential information will also be understood as those that are labeled, named, labeled or designated as trade secrets.

e) To announce some type of information, you must request in advance and in writing the authorization for any publication related to the subject of the contract.

f) All technical development, technology, invention, adaptation, versions and improvements (among others) made with the original product by the Independent Vendor and / or any person without the prior written authorization of XSINERGIA, shall be the property of XSINERGIA NOTE: Failure to comply with this clause is governed by articles 308 of Law 599 of 2000, Law 256 of 1996; Decision 486 of the CAN. Non-compliance will immediately lead to civil and / or criminal trials, as the case may be, in accordance with the legislation of each country.

FIFTH

Obligations of XSINERGIA. The obligations of XSINERGIA are:

a) Fast and timely progress of the respective records in accordance with legal frameworks.

b) Provide services and / or products offered to independent providers: online virtual office.

c) Maintain their communication channels ready to serve independent sellers.

d) Open the necessary channels so that independent suppliers have the opportunity to present their complaints and requests.

e) Give a clear and precise answer to the complaints, petitions and claims presented by the independent Vendor and its affiliates, in the manner and time prescribed by law.

f) Provide adequate tools to independent suppliers for the optimal development of their network marketing activity.

SIXTH.

Rights of XSINERGIA. Are XSINERGIA rights:

a) Receive truthful and timely information from the independent provider.

b) To which all complaints, requests and claims are sent through the channels provided in this document in a respectful manner.

c) To which your intellectual property, inventions, products, creations and others are respected, so that they are not used improperly or without your authorization.

d) Respect your GOOD BUSINESS NAME.

e) That before a legal dispute, resort to the mechanisms indicated in this document.

f) Respect your bonus plans, payments, dates and compensation programs established in the XSINERGIA program, since it is a general and non-specific design for each Individual Independent Provider. NOTE: the independent provider can not request that it fits your particular need, as this harms the entire network of independent providers. NOTE: The networks are IMMUDIABLE, in case the Independent Provider makes an improper affiliation. This will be the one who assumes his error and not the company. Under no circumstances may the networks be modified.

SEVENTH.

Type of compensation plan that will govern the relationship between the parties: The independent provider declares, before accepting this contract, that they know our compensation plan presented and previously explained by an independent provider. If you need help, you can ask the compensation plan in info@xsinergia.com .NOTE: Within the payment plan that makes XSINERGIA independent supplier, XSINERGIA apply the net value to cancel any tax that may arise under this agreement and with the policies, rules and laws established in the corresponding country (provided that the corresponding country is the state from which the Independent Provider has its electronic account and it is presumed to be the same as the one corresponding to your place of residence).

EIGHTH.

Requirements for payment. To make the payment of earned commissions effective, the Independent Seller must send a photocopy or scanner of their tax registration document corresponding to the country where the network is developed (if required by the Law of that country), a copy or scanner simple. of their respective identification document and the personal electronic account information in which the company must make the corresponding shipment or deposits for the payment of the bonds described in this contract, or their respective cryptocurrency portfolio. The independent seller accepts that, in case of not sending the tax document required by the tax authority of your country to send your payment, XSINERGIA can not send your payment NOTE: It is not registered in favor of third parties. In this way, XSINERGIA will manage your respective commission request.

NINETH.

Form and periodicity of payment.

- a) The bonds will be paid in the Purchase Voucher (E-Pins) and / or in BTC, (or the one determined at the moment by XSINERGIA.) The value of the payment will correspond to that generated by its commissions, it does not include taxes and others), will be retained by the company in accordance with the provisions of the Tax Laws of the country of residence of the affiliate.
- b) They will be deposited in the electronic wallet previously linked by the independent provider.
- c) These payments will be immediately reflected in the virtual office of the Independent Provider. NOTE 1: XSINERGIA will not assume the costs generated by the respective banking entities of each country or by the companies that own the portfolios; the value will be consigned or deposited in the Wallet previously linked by the Independent Provider. The amount will be for the net value generated by the bonds to which the Independent Seller is entitled. NOTE 2: XSINERGIA will not assume additional payments on account of collections, withholdings, drafts, collections, payments from other places, taxes, balances, transfers and others generated by the banks due to their own financial policies and those of each one. country .
- d) It is the duty of the independent vendor to consult the conditions and restrictions applicable to their virtual wallet. NOTE 3: XSINERGIA is respectful of the banking and financial policies of each country and will not enter on behalf of third parties to discuss, much less make claims on behalf of its Independent Providers for the conditions and policies of the bank administration of their accounts. . For this reason, in this Contract, it is clear that IT IS THE INDEPENDENT SELLER'S DUTY TO BE WELL INFORMED OF THE CONDITIONS AND RESTRICTIONS OF THEIR BANK ORGANIZATION AND / OR VIRTUAL BILLER.
- e) Payments will be made in accordance with the program explained above by your independent provider.
- f) The Independent Vendor agrees to be aware of these conversions and payment methods of the company.
- g) In order to have the right to charge commissions in a given period, the Seller must be active on the cutoff date thereof.

TENTH.

Causes and forms of termination. This contract (and the affiliation account it covers) will be terminated in the following ways:

- a) By common agreement of the parties
- b) Unilaterally by the Independent Vendor, writing to XSINERGIA
- c) It will be completed unilaterally when the independent provider presents inappropriate behaviors or actions, slander, insults that harm or harm the humanity of other independent suppliers and / or against his good name and that of XSINERGIA and for acts of competition unfair.
- d). - For lack of written and / or verbal statement from the member at the end of the previous fiscal year that he wishes to remain in the business in the New Fiscal Year. The fiscal year is understood as the period from January 1 to December 31 in any calendar year.

and). - Inactivity on the part of the member in the 3 months prior to the close of the previous fiscal year, in accordance with the provisions of Clause Eleven.

f) Judicial order

g). -For liquidation of the company.

h). - In case of requesting the return of purchases made to XSINERGIA, the independent vendor will have to face the penalization costs of the same, corresponding to 40% for training courses and 20% for commissions and interest for cancellation of contract including the difference of the amounts generated for the benefit of the seller during the period of time in which he was active.

i) If you chose to buy any XSINERGIA product or service package, you have a 7-day recovery period, also called a grace period, which means you can cancel your purchase of the services or products you purchased from XSINERGIA and get a refund during that time as long as you have not used the product or service you have purchased. YOU (INDEPENDENT SELLER) IS AWARE AND ACKNOWLEDGES THAT THE REMUNERATION PERIOD HAS ENDED WHEN YOU HAVE INITIATED SESSION AT YOUR OFFICE IN THE OFFICE, YOU WILL BE CONSIDERED TO HAVE CONSIDERED IT. THE COMPLETE PRODUCT AND YOU DO NOT YOU MAY RECEIVE A REIMBURSEMENT OF XSINERGIA OR WE WILL ACCEPT ANY REWARD AFTER THIS POINT.

ELEVENTH.

Suspension of the Account. The independent provider's account will be suspended indefinitely for the following conditions:

a) For providing unreal and / or false information in a premeditated manner.

b) For inactivity of more than 90 days of the account acquired with XSINERGIA, by the Independent Provider.

c) For proceeding in an irregular and unethical manner against the company.

d) For defamation.

e) For injury or physical, verbal, written aggression against XSINERGIA. and / or its administrative staff and its affiliates, be exercised directly and / or by any means of communication and / or social network against. Paragraph: And for others that are allowed by the Law and by those described in the body of this document. Affiliates whose accounts have been definitively canceled will lose all economic benefits and the entire affiliate network linked to that account. In the case of finalization of the final account, the person can not request a new account in the following 12 months.

TWELFTH.

Activation of the suspended account. To activate the XSINERGIA account, once suspended, the Independent Vendor must:

a) Make the request to the Customer Service area at info@xsinergia.com

b) -Update the data with the documents and information required by our Customer Service area.

c) In case of being suspended due to inactivity, you must cancel the value corresponding to 30% of the value of the membership on the date of activation. NOTE 1: the independent provider will lose the right he has on his commissions for inactivity greater than 90 days. NOTE 2: each year they must pay a

renewal to their membership / memberships, and they can enter into final Termination in accordance with what is established in Clause Tenth paragraph e and f.

THIRTEENTH.

In the event that a dispute arises between the parties, these must be resolved before an Arbitration Court in accordance with the terms of the Law before initiating any type of Judicial Dispute action.

CATORCEAVO.

ANTI WASHING MONEY POLICY. In support of the strengthening of the actions in the field of Prevention and Detection of Operations with Resources of Illegal Origin and based on the legal provisions, the company XSINERGIA, is qualified to request the support of the clients for the integration of its Identification File . This is to avoid any commercial operation, regardless of the type of monetary instrument used, whenever there is any suspicion related to the origin of the instrument, be it money laundering or any other activity sanctioned by the authorities of each country. According to the characteristics of the clients, the company XSINERGIA has the power to evade any suspicious operation without being worthy of any type of sanction or compensation. This same anti-money laundering policy applies to all countries where XSINERGIA has commercial operations, whether it is located locally or not in that territory. NOTE: XSINERGIA, presumes of GOOD FAITH, that the money used by our affiliates for the exercise are proven licit.

Attachments to these T & C

Refusal to become a member or Independent Vendor

XSINERGIA may reject your request to become a member or Independent Vendor without giving any reason for rejection.

Restricted countries

The following countries are restricted and, you are not allowed to become an Independent Seller if you are a resident, citizen of any of the following countries: Algeria, Bangladesh, Cambodia, Nepal, North Korea, USA, Canada, United Arab Emirates. It is under your (independent seller) absolute responsibility the affiliation to XSINERGIA in case of not having detected your registration by our company.

Retention of bonds / commercial results

If the Independent Vendor, for any reason, whether it is a failure of XSINERGIA, a hacker attack or otherwise, receives more bonuses, commissions or results in cryptocurrencies, you accept and accept that XSINERGIA deducts non-withdrawn bonds and currencies from Crypto, business results, bonuses, commissions or other rewards according to the system of bonuses and rewards.

General notice

As a member and independent vendor, you hereby accept and warrant that you understand the uses and complexities of cryptographic tokens, such as BTC (Bitcoin) and other software systems based on block chains. In addition, you accept and warrant that you are legally authorized to generate and exploit Cryptocurrencies, directly or indirectly through a third party such as XSINERGIA, in your jurisdiction. You also accept and warrant that you waive your right to participate in a class action or large-scale arbitration or a court case against XSINERGIA or any affiliated entity, private persons, employees, consultants, external suppliers or other persons or entities associated or Connected with XSINERGIA. In addition, you accept and warrant that you assume sole responsibility for the restrictions and risks

associated with trading and the Generation of extracted coins, as explained in the risks section below. In addition, you accept and warrant that you are not exchanging cryptocurrencies or FIAT Currency for speculative investment purposes, or for any illegal purpose within your jurisdiction. You accept and warrant that you understand that there is no guarantee on trade, cryptographic currencies, trading or mining express or implied, to the extent permitted by law, and that cryptocurrencies are extracted "as is".

The risks

Before applying to become a XSINERGIA Member or Distributor, carefully consider the exemplary and non-exhaustive list of risks set out below and, as necessary, consult a lawyer, accountant and / or tax professional before agreeing to become a member. Member, Distributor and purchase of any XSINERGIA product or service.

Risk of fainting in the generation of coins belonging to the block chain and / or the cryptocurrency

Risk of unforeseen attack vectors.

The field of digital cryptocurrency and cryptography is very new and, for this reason, there is a risk of unforeseen attacks both in terms of the underlying cryptographic protocol that supports the operation of the generated currency and in the interest of accessing the wallets where extracted coins are stored. Both vectors represent a risk that could lead to the loss of the cryptocurrencies used in one or more or even in all the accounts that XSINERGIA has, although XSINERGIA will always use all its technological capacity to prevent this from happening.

Regulatory risks

Block chain technology, commerce, cryptocurrency extraction and cryptocurrencies allow new forms of interaction between individuals and / or companies, some of which have not yet been imagined and implemented. As with the appearance of cryptocurrencies such as Bitcoin, it is very likely that specific regulations will be established in different jurisdictions targeting blockchain technology, mining and commerce. These regulations may or may not be friendly to members and some may even prohibit any relationship between a person or company and XSINERGIA.

Commercial risks

Trading in currencies, cryptocurrencies, metals, commodities and any margin trading instrument carries a high level of risk and may not be suitable for all investors. The high degree of leverage can work against you and also for you. Before deciding to buy a commercial package, you should carefully consider your investment objectives and your risk appetite. There is a possibility that you may suffer a loss of part or all of your initial investment and, therefore, you should not invest money that you can not afford to lose. You should consider all the risks associated with currency trading and consult an independent financial advisor if you have any questions.

The company has not provided personal investment advice and will not provide you with specific investment advice, as it is not authorized by the securities laws to deal with your particular investment situation. The information provided on the website should not lead to investment decisions being made. In addition, the company has not made any statement or guarantee that you will earn money with the products or services you purchase and the result of the operation is a result that is beyond the control of the company and you will receive the result in accordance with these Terms.

Therefore, it acts at its own risk and is aware of the risk of total loss.

Disclaimer of guarantees

You expressly agree that you are extracting cryptographic currencies at your sole risk and that the cryptographic currencies extracted are generated "as is" without warranties of any kind, either express or implied, including, among others, warranties of title or implied commitments, marketability or adjustment for a particular purpose. Without limiting the foregoing, none of the third parties or persons associated with the generation guarantee that the process for the purchase of cryptographic currencies will be uninterrupted or free of errors.

Availability, Virus, Warranty Disclaimer

Due to the nature of the Internet and computer systems, XSINERGIA is not responsible for the continuous availability of the website. Although XSINERGIA does everything possible to keep the websites accessible and free of viruses, XSINERGIA can not guarantee that it is free of viruses. For your protection, you must take the necessary measures to ensure adequate security measures and you must use a virus scanner before downloading any information, software or documentation. The XSINERGIA website may not be available from time to time for maintenance or other reasons. XSINERGIA assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, failure of the communications line, theft or destruction or unauthorized access or alteration of communications or user content. XSINERGIA is not responsible for any technical malfunction or other problems of any network or telephone service, computer systems, servers or suppliers of any of the aforementioned computer or mobile telephony equipment, due to technical problems or traffic congestion on the Internet. or on the XSINERGIA website, including injury or damage to the user or to the computer, cell phone or other hardware or software of another person, related to or resulting from the use or downloading of materials in relation to the websites.

All information and services included or available through the websites are provided "as is" and "as available" for your personal, non-commercial use. Neither XSINERGIA, nor any of its employees, agents, content providers, service providers or licensors offer any kind of guarantee with respect to the website and / or the content it contains, the products or services available in XSINERGIA through the website, the results that can be obtained from the use of the websites.

XSINERGIA disclaims all warranties of any kind, whether expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. XSINERGIA expressly rejects all guarantees that the content of the website is accurate, reliable or correct; that the website will be available at any time or place in particular, will be uninterrupted, timely, safe or free of errors; that any defect or error will be corrected; or that the content is free of viruses or other harmful components. Your use of the XSINERGIA 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 XSINERGIA website or service at your sole discretion and risk, and will be solely responsible for your use of them and any damage to your telephone or computer System, loss of data or other damage of any kind that may result. Because some jurisdictions do not allow the exclusion of certain warranties, these exclusions may not apply to you. To the extent that we cannot reject the implied warranties as a matter of applicable law, the scope and duration of such warranty will be the minimum required by applicable law.

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