

TERMS OF USE

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1. Introduction

These Terms of Use (from now on referred as “Terms of Use” or “Terms and Conditions”) are entered into between you (from now on referred to as "you" or "your") and NURISE Software Design L.L.C. and its subsidiaries and affiliated companies ("The Company," "we," or "us"). LEGANOVO is a product developed and distributed by NURISE Software Design L.L.C, (“The Product” or “Leganovo”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "Terms of Use"), govern your access to and use of THE COMPANY's website, including any content, functionality, and services offered on or through THE COMPANY's website.

The Terms of Use of THE COMPANY contained herein were established to explain and define the rights and responsibilities of THE COMPANY and its independent distributors/members. While some of these Terms of Use can be directed to customers in THE COMPANY, they apply particularly to independent distributors. All, without reservation, agree to all the Terms of Use and conditions contained herein and hold THE COMPANY free from any and all liability that may result from this agreement between them and THE COMPANY.

2. Acceptance of Terms

By using the website, including any content, functionality, and services, you accept and agree to be bound and abide by these Terms of Use in addition to the THE COMPANY Privacy Policy, Legal Disclaimer, Operational Rules, and any other relevant documents. If you disagree with these Terms of Use, Privacy Policy, Legal Disclaimer, Operational Rules, and any other relevant documents, you must not access or use the website, including any content, functionality, and services. These documents, together with the Independent Distributor Agreement, Operational Rules, Compensation Plan, Privacy Policy, and Legal Disclaimer, collectively form the Leganovo Distributor Agreement Framework governing the relationship between the parties.

Please read these Terms of Use carefully. These Terms of Use ("Terms") govern your access to and use of our website, services, functionalities, and applications (collectively, the "Services" or "Products"). By accessing or using the site, you agree to be bound by the terms described herein and all terms incorporated by reference.

3. Important Disclaimers

The COMPANY product is a support tool and does not replace, in any case, a valid legal will or any other legal document required under the applicable laws in your jurisdiction. The use of THE COMPANY does not imply or guarantee the creation, validity, or fulfillment of a will or any other legal document.

THE COMPANY does not offer legal advice and assumes no responsibility for errors, omissions, or any legal consequences arising from the use of this tool. It is strongly recommended that you consult a qualified lawyer or legal professional to draft and formalize wills or other legal documents that comply with the relevant legal provisions.

The use of THE COMPANY is at your own risk, and the company will not be responsible for any direct, indirect, incidental, consequential, or punitive damage that may arise from the use or inability to use this tool.

4. Changes to Terms

THE COMPANY reserves the right to alter or update the terms and conditions of these Terms, or any site policy or guideline, at any time and at its sole discretion. We will notify you of such changes by revising the date at the top of the Terms, and sometimes we may provide additional notice. Using a specific form of notice on one occasion does not require us to use the same form on another occasion.

Changes or modifications will take effect immediately upon being posted on the Site and will apply to your future use of the Site. You waive any right to receive specific notice of these changes or modifications. Your continued use of the Site signifies your acceptance of the changes or modifications; therefore, it is essential to review the Terms and applicable policies whenever you use the Site to understand the terms governing such use. The latest version of the Terms can be accessed by clicking on the "Terms of Use" link at the bottom of our web pages. If you disagree with the current Terms when you access or use the Site, you should cease using the Site.

5. Eligibility

To use our Products, you must be at least 18 years old or have reached the age of majority in your jurisdiction. By using our Product, you represent and warrant that you have the right, authority, and capacity to enter into these Terms and to abide by all of the terms and conditions herein. You further represent and warrant that you will not use the Site if the laws of your country prohibit you from doing so by these Terms. If you do not meet these requirements, you must not access or use the Website.

6. Privacy Policy

Please refer to our Privacy Policy for information about how THE COMPANY collects, uses, and discloses information about its users.

7. Account Registration

You must create an account to access certain features of our products. When you create an account, you agree to provide accurate, current, and complete information and to maintain and promptly update your information as necessary. You are also responsible for maintaining the confidentiality of your account credentials and all activities under your account. You agree to notify us immediately of any unauthorized use of your account.

8. Use of the Products

You agree to use our Products only for lawful purposes and in accordance with these Terms. You are responsible for all your activities in connection with the Products. You agree not to use the Products to:

- A. Upload, post, or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or otherwise objectionable;
- B. Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- C. Violate any applicable local, state, national, or international law or regulation.

9. Website Access and Account Security

We reserve the right to withdraw or amend the Website and any service or material we provide on the Website at our sole discretion and without notice. We do not guarantee that the Website or any content on the Website will always be available or will not be interrupted. We will not be liable if, for any reason, all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some or all parts of the Website.

You are responsible for making the necessary arrangements to access the Website and to ensure that all persons accessing the Website through your internet connection are aware of and comply with the Terms of Use.

You may be asked to provide certain registration details or other information to access the Website or some of its resources. All the information you provide on the Website must be correct, current, and complete. You agree that all information you provide to register to use the Website or otherwise, including, but not limited to, using any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take concerning your information consistent with our Privacy Policy.

You should use particular caution when inputting personal information onto the Website on a public or shared computer so that others cannot view or record your personal information.

As a user or Independent Distributor, any confidential information you gain access to, including but not limited to customer data, business plans, and sales reports, must be kept

confidential and not disclosed to third parties. Unauthorized use of such information may result in the termination of your account and legal action. This provision applies both during your commitment with THE COMPANY and after its termination.

10. Intellectual Property

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection, and arrangement thereof) are owned by us, our licensors, or other providers of such material. They are protected by copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website except as follows:

- A. Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- B. You may store files that are automatically cached by your web browser for display enhancement purposes.
- C. You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- D. If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end-user license agreement for such applications.

You must not:

- A. Modify copies of any materials from this site.
- B. Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.
- C. You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.
- D. If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately, and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and THE COMPANY reserves all rights not expressly granted. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

11. Trademarks

The COMPANY name and all related names, logos, product and service names, designs, and slogans are our trademarks or those of our affiliates or licensors. You must not use such marks without prior written permission from us. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

12. Code of Conduct Declaration

Users and Independent Distributors are expected to adhere to a high standard of ethical behavior. This includes being truthful in product representation, refraining from making unauthorized product claims, and avoiding deceptive or misleading marketing practices. Violations of this code may result in the suspension or termination of your account.

We have established the following code of conduct to guide the appropriate, efficient, and ethical operation of THE COMPANY. We require our Independent Distributors to abide by the letter and spirit of this code, which forms our contract with all registered parties of THE COMPANY.

Obligations of Independent Distributors. The Independent Distributors will:

- A. Conduct themselves ethically and professionally;
- B. Sell THE COMPANY's products in accordance with the compensation plan;
- C. Make it clear that success in THE COMPANY's compensation plan is based on product purchases rather than sponsoring.
- D. Represent the compensation plan only as prescribed by THE COMPANY;
- E. Be truthful in the representation of the products and will make no product claim that is not approved by and/or supported by official THE COMPANY publications;
- F. Comply with applicable consumer protection laws and regulations;
- G. Maintain current and accurate information concerning their address, phone number, email, social security number, method of payment, and any other data in their file.

Prohibited Conduct. The Independent Distributors will NOT:

- H. Engage in deceptive, unlawful, or unethical business or recruiting practices;
- I. Engage in high-pressure selling or recruiting practices;
- J. Make misleading sales claims or guarantees concerning THE COMPANY's products;
- K. Make misleading claims or guarantees concerning potential earnings;
- L. Sponsor or enroll minors or persons who are not capable of making an informed decision;
- M. Conduct business activities in countries other than those approved by THE COMPANY;
- N. Purchase business volume on another Independent Distributor or customer's account to qualify for any bonus or commission; or
- O. Seek in any way to violate or circumvent THE COMPANY policies.

Section 1 - Becoming an Independent Distributor

A. Age of Majority: To become an Independent Distributor, all applicants must have reached the age of majority, usually eighteen (18) years of age, in the jurisdiction in which they reside.

B. Authorization: THE COMPANY authorizes a new Independent Distributor to exercise their rights and operate when they join as an Independent Distributor by submitting the required fields of information on any of the join pages or upgrade pages of the website.

C. Right of Acceptance: The right to accept, renew, or deny any Independent Distributor remains solely with THE COMPANY.

D. Legal Compliance: An Independent Distributor may be required to provide THE COMPANY with proof of residency, work authorizations, and the ability to legally conduct business in the country where they are conducting business.

E. Business Entities: If the Independent Distributor is a business entity, the applicant may also be required to provide an Identification Number for the business entity and a Statement of Beneficial Interest, which must include the signature and Identification Number or other personal identification number of every person with beneficial interest in the business entity. THE COMPANY may require, at any time, the applicant to submit a copy of its articles of organization, articles of incorporation, or other charter documentation.

F. Identification Number: For tax reporting (where required) and identification purposes (where permitted by law), THE COMPANY requires applicants to provide the Identification Number or other personal identification number. Failure to provide this number may result in rejection of the application, cancellation of the position, or commissions withheld.

G. Inaccurate Information: If THE COMPANY determines that an Independent Distributor submitted inaccurate or false information, it may immediately terminate that person or entity or declare the Independent Distributor Agreement null and void from its beginning.

H. Obligation to Update: It is the obligation of the Independent Distributor to report any changes that affect the accuracy of the Agreement to THE COMPANY on an ongoing basis.

I. Non-Exclusive Territory: Authorizing an Independent Distributor to exercise rights and operate hereunder does not include a grant of an exclusive franchise or territory, nor is an Independent Distributor allowed to make such claims.

J. Obligations and Managing Status

Section 2 - Obligations of Independent Distributors and Managing Status

A. Compliance: An Independent Distributor must always comply with each of the terms and conditions of the Contract/Agreement.

B. Independent Contractor: An Independent Distributor is an independent contractor and is responsible for their own business expenses, decisions, and actions.

- i. An Independent Distributor shall not represent themselves as an agent, employee, partner, or joint venture with THE COMPANY. They shall not make purchases or enter into any transactions in THE COMPANY's name.
- ii. An Independent Distributor's work hours, business expenditures, and business plans are not dictated by THE COMPANY. They shall make no printed or verbal representations that state or imply otherwise.
- iii. An Independent Distributor is fully responsible for all of their verbal and/or written statements made regarding the products, services, and Compensation Plan which are not expressly contained in official THE COMPANY materials, and they agree to indemnify us against any claims, damages, or other expenses, including attorneys' fees, arising from any representations or actions made by them that are outside the scope of the Terms and Conditions. The provisions of this Section survive the termination of the commercial relationship.
- iv. An Independent Distributor declares that they have carefully read and agree to comply with the THE COMPANY Operational Rules and the THE COMPANY Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions (these three documents shall be collectively referred to as the "Agreement"). They understand that they must be in good standing and not in violation of the Agreement to be eligible for bonuses or commissions from THE COMPANY. They understand that these Terms and Conditions, the THE COMPANY Policies and Procedures, or the THE COMPANY Financial Rewards Plan may be amended at the sole discretion of THE COMPANY, and they agree to abide by all such amendments. Notification of amendments shall be posted on the THE COMPANY website. Amendments shall become effective 30 days after publication. The continuation of the business or the acceptance of bonuses or commissions shall constitute their acceptance of any and all amendments.
- v. The Independent Distributor may not assign any rights or delegate their duties under the Agreement without the prior written consent of THE COMPANY. Any attempt to transfer or assign the Agreement without the express written consent of THE COMPANY renders the Agreement voidable at THE COMPANY's option and may result in the termination of the business. They understand that if they fail to comply with the terms of the Agreement, THE COMPANY may, at its discretion, impose upon them disciplinary action as outlined in the Policies and Procedures. If the status is not suspended or terminated, they shall be entitled to receive earned bonuses or commissions.

C. Compliance with Laws: The Independent Distributor must comply with all applicable national and local laws, regulations, and ordinances. They shall not violate any laws that apply to unfair competition or business practices, including any law that prohibits advertising, offer to sell, or sale of products at less than the wholesale price of the products.

D. Offerings: An Independent Distributor may not offer or promote non-approved, non-THE COMPANY plans, incentives, opportunities, or non-approved sales tools in conjunction with promoting products.

E. Negative Statements: An Independent Distributor will make no disparaging, misleading, inaccurate, or unfair statements, representations, claims, or comparisons about:

- i. THE COMPANY, its products, its commercial activities, or its Independent Distributors; or
- ii. Other companies, including competitors, their services, products, or commercial activities.

F. Unethical Activity: An Independent Distributor must always be ethical and professional when conducting business. They will not permit Independent Distributors in their downline organization to engage in unethical activity. Examples include:

- i. Use of another customer's or Independent Distributor's credit card without express written permission;
- ii. Unauthorized use of any THE COMPANY confidential information;
- iii. Cross-company recruiting (including aiding and abetting another to cross-company recruit);
- iv. Making unapproved claims about the product;
- v. Making income claims about the business that are not compliant with the Terms of Use;
- vi. Making false statements or misrepresentation of any kind;
- vii. Personal conduct that discredits THE COMPANY and/or its Independent Distributors;
- viii. Violating the laws and regulations pertaining to the business;
- ix. Failing to meet their responsibilities;
- x. Violating the Code of Ethics;
- xi. Violating the Terms of Use and/or the Operational Rules.

G. Cross-Line Recruiting: The Independent Distributor is prohibited from engaging in cross-line recruiting either into THE COMPANY or any other network marketing or direct sales

company. Violations of this policy will immediately terminate your account and may lead to legal action.

H. Cross-Company Recruiting: If an Independent Distributor did not personally sponsor another Independent Distributor, they are prohibited, during the term of the Contract and for one (1) year following the date of termination of the Contract, from recruiting that Independent Distributor to sell or purchase products or services other than those offered by THE COMPANY. They agree that recruiting constitutes unreasonable and unwarranted interference with the contractual relationship between THE COMPANY and its Independent Distributors, conversion of THE COMPANY's property, and misappropriation of THE COMPANY's trade secrets. Any violation of this rule will inflict immediate and irreparable harm on THE COMPANY, and THE COMPANY shall be entitled, in addition to any other remedies that may be available, to immediate, temporary, preliminary, and permanent injunctive relief without bond; and such injunctive relief may extend the post-termination period of this restriction for up to one (1) year from the date of the last violation of this provision. The provisions of this Section survive the termination of the Contract.

I. Resolving Disputes: An Independent Distributor must conduct all activities in the best interests of THE COMPANY. Upline leaders shall use their best efforts to resolve disputes in their downline organizations. Any personal disputes between Independent Distributors must be resolved quickly, privately, and in the best interests of THE COMPANY.

J. No Claims of Unique Relationship: An Independent Distributor may not allege or imply that they have a unique relationship with, an advantage over, or access to THE COMPANY's executives or employees that other Independent Distributors do not have.

K. Detrimental Conduct: If THE COMPANY determines any conduct by an Independent Distributor to be defamatory, disruptive, or harmful to other Independent Distributors or us, we may take appropriate action against them as necessary.

L. No Reliance: An Independent Distributor may not rely on THE COMPANY to provide legal, tax, financial, or other professional advice, nor may they rely on any such advice if given.

M. Insurance: THE COMPANY encourages its Independent Distributors to consult with an attorney regarding the extent of their personal legal liability regarding their independent businesses.

N. Privacy of Information: The Independent Distributor authorizes THE COMPANY to disclose its contact information to the affiliate's downline organization.

O. Notification of Adverse Action: An Independent Distributor shall immediately notify THE COMPANY in writing of any potential or actual legal claims from third parties against them arising from, or associated with, their business or the downline organization that may adversely affect us. After notifying us, we may take any action necessary to protect ourselves, including controlling any litigation or settlement of the legal claims. If THE

COMPANY takes action in the matter, the Independent Distributor shall not interfere or participate in the matter.

P. Release for Use of Media and Endorsements: THE COMPANY may take photos, audio or video recordings, or written or verbal statements of an Independent Distributor at THE COMPANY events or may request the same directly from them. They agree to and hereby grant THE COMPANY the absolute and irrevocable right and permission to use, re-use, broadcast, rebroadcast, publish, or republish any such media or endorsement, in any medium and for any purpose, including marketing, advertising, promotion, and/or publicity; and to copyright such media, in the original or as republished, in the name of THE COMPANY, or any other name. They agree that any use by THE COMPANY as outlined in this Section shall be royalty-free, is a work made for hire, and is not subject to any other claim. They agree to defend and indemnify THE COMPANY against any claims by any other party arising out of THE COMPANY's use of the rights granted herein.

Q. Conducting Business Internationally: An Independent Distributor has the right to operate in any authorized country where they may lawfully conduct their business. They must comply with all national and local laws, ordinances, and regulations when conducting business in any authorized country.

Only with THE COMPANY's approval can an Independent Distributor attempt to secure approval, licensing, distribution, and/or registration for products or business practices, trademarks, trade names, or internet domain names or establish any business in international countries and markets on behalf of THE COMPANY.

They may not sell, distribute, license, or register products or business practices or use trademarks, trade names, or internet names in any country without the approval of THE COMPANY.

A list of countries where business is approved will be available on the site.

13. Compensation

Section 3 - Compensation

THE COMPANY's Independent Distributors may participate in our compensation program, which is outlined on the Compensation Plan page of the site.

Commissions are paid as outlined on the site's Operational Rules page. All Independent Distributors understand that before becoming, joining, or purchasing any product, there are no guaranteed earnings. Independent Distributors understand that any and all content on the site is not to reflect earnings but to be used only for demonstration purposes and as a representation of THE COMPANY's growth. It means nothing in terms of commissions.

Independent Distributors should not participate in THE COMPANY under the expectation of earning income without actively selling products to customers. Independent Distributors. An Independent Distributor does not receive compensation for the sole act of sponsoring or

recruiting others. The only way to earn commissions is through the sale or renewal of Leganovo subscriptions or related services. Neither THE COMPANY nor its Independent Distributors can guarantee "spillover" or earnings simply by becoming an Independent Distributor. THE COMPANY's Independent Distributors should not participate in THE COMPANY's opportunity if they are not planning to share the products with others.

Most Independent Distributors earn less monthly under the compensation program than they pay for their products. Although it is possible, THE COMPANY Independent Distributors should NOT expect to make a profit simply by becoming Independent Distributors, as it is likely that this will not occur.

THE COMPANY cannot guarantee that Independent Distributors earn a profit by implementing the materials provided.

No Independent Distributor should spend money they cannot afford to lose to purchase products, advertising materials, or anything related to THE COMPANY. It is possible that you will NOT earn any income as an Independent Distributor of THE COMPANY.

A. Earnings: Commissions are paid to Independent Distributors who qualify under the compensation plan and comply with the contract. Success depends largely on personal efforts, and THE COMPANY does not guarantee any level of profit or success, nor does it guarantee a specific income. An Independent Distributor does not receive compensation for the sole act of sponsoring or recruiting others. The only way to earn commissions is through sale or renewal of Leganovo subscriptions or related services

B. No Manipulation: Manipulation of the compensation plan is not permitted and may result in disciplinary action. Manipulation includes, but is not limited to, purchasing to qualify for various ranks or commissions, purchasing large quantities of products not sold through the direct marketing channel, placing orders within their downline organization, and any other actions that may violate state, federal, or foreign anti-pyramid scheme laws. Such manipulations may, at THE COMPANY's discretion, result in the suspension of commissions and the termination of the Independent Distributor.

C. Deductions and Offsets: Independent Distributors authorize THE COMPANY to deduct fees from their commissions as outlined on the Operational Rules page of the site and/or as deemed appropriate at the sole discretion of THE COMPANY.

D. Independent Contractor Acknowledgment: The Independent Distributor agrees that they are independent contractors, not employees, partners, legal representatives, or franchisees of THE COMPANY. They agree that they will be solely responsible for paying all expenses incurred by themselves, including but not limited to travel, food, lodging, secretarial, office, long-distance telephone, and other expenses. They understand that they shall not be treated as an employee of THE COMPANY for federal or state tax purposes of any country. THE COMPANY is not responsible for withholding and shall not withhold or deduct from their bonuses and commissions, if any, FICA or taxes of any kind.

E. Back Office Service Fee. Participation in THE COMPANY's distribution program requires payment of a monthly Back Office Service Fee of USD 60.00, which is charged regardless of whether the Independent Distributor has reported sales in a given month. This fee grants access to the back-office platform and the right to receive commissions. Failure to pay this fee for three consecutive months will result in suspension of the Independent Distributor's account in accordance with the Independent Distributor Agreement.

14. Independent Distributor Status & Compensation Disclaimer

By using our Products or becoming an Independent Distributor, you acknowledge that you are acting as an independent contractor. You are not an employee, partner, or legal representative of THE COMPANY. You are fully responsible for your business operations, including expenses and legal obligations. THE COMPANY is not responsible for withholding taxes or other legal obligations on your behalf.

Participation in THE COMPANY's Compensation Plan does not guarantee any specific income or success. Earnings are based on the sale of products and services, and there are no rewards for recruitment alone. Users and Independent Distributors should not expect to make a profit solely by joining the platform without making sales. Any income claims must be based on actual performance and in compliance with legal requirements.

15. Marketing the Product and Opportunity

Section 4 – Marketing the Product and Opportunity

A. Use of Sales Tools: An Independent Distributor may only use sales tools approved by THE COMPANY in an authorized country. They agree that if they use a fulfillment house or other third party to sell or distribute sales tools, they will enter into a non-disclosure agreement (to be provided by THE COMPANY) with the fulfillment house or third party to ensure that all Independent Distributors and customer information is protected from disclosure and remains the sole property of THE COMPANY.

B. Approval of Sales Tools: An Independent Distributor must submit all sales tools to THE COMPANY for approval before use. THE COMPANY has complete discretion whether to approve or reject a proposed sales tool. To comply with changing laws and regulations, THE COMPANY may rescind its prior approval of a sales tool and may require the Independent Distributor to remove a previously approved sales tool from the market at the Independent Distributor's own cost and obligation. If approved, THE COMPANY will issue an email confirming approval.

C. Product Claims: Independent Distributors may only make claims and representations regarding products in the literature distributed by THE COMPANY. Any third-party material used must comply with all federal and local laws and regulations.

D. Income Claims Prohibition: An Independent Distributor is prohibited from making false, misleading, or unrepresentative claims regarding earning potential. If they do make an income claim, it must be based on actual earnings.

E. Use of Trademarks and Copyrights:

- i. THE COMPANY may license the use of its trademarks to Independent Distributors, subject to limitations and any licensing agreement.
- ii. Independent Distributors may not use any of THE COMPANY's current or after-acquired trademarks or any confusingly similar variations in a manner likely to cause confusion.
- iii. Except as indicated, they may not use Leganovo's trademarks in a business name, email address, Internet domain name or sub-domain name, URL, telephone number, or any other address or title. They may use THE COMPANY's trademarks in a URL, Internet domain, or subdomain name provided they have entered into a licensing agreement for a THE COMPANY Licensed Website.
- iv. They agree to immediately re-assign to THE COMPANY any registration of THE COMPANY names, trade names, trademarks, or Internet domain names registered or reserved in violation of this policy.
- v. Independent Distributors may not use THE COMPANY's trademarks on non-approved sales tools.
- vi. THE COMPANY, in its sole discretion, will determine whether a variation of its trademark is confusingly similar.
- vii. They shall not use THE COMPANY's marks in countries where such marks are prohibited.
- viii. They must not use the name, logos, trademarks, or other references to THE COMPANY's business or manufacturing partners in any sales tool, correspondence, or any form of advertising.
- ix. THE COMPANY copyrights its literature and media, which may not be duplicated.

F. Business Titles: If an Independent Distributor selects a business title, it must clearly state that they are a "THE COMPANY Independent Distributor." Their title may not imply that they are an employee or agent of THE COMPANY.

G. Advertising at Company-Sponsored Events: At company-sponsored events, Independent Distributors may not, unless specifically authorized in writing by THE COMPANY, advertise, sell, or promote non-company products or services.

H. Internet Advertising: Subject to the provisions herein, Independent Distributors may use only a company-licensed website to promote products or business opportunities over the Internet. Promoting products or business opportunities through an unlicensed Internet website is strictly prohibited.

- i. Mass Communications: For purposes of this Section, "Mass Communications" are defined as communications intended to reach two (2) or more Independent

Distributors in the sender's downline organization or at least two Independent Distributors who are crossline within a seven (7) day period. The following rules apply:

- ii. Recipients must have knowingly "opted in" to receive the communication.
- iii. If by email, an "opt-out" feature must be prominently displayed.
- iv. The communication must comply with the terms of this Section.
- v. They acknowledge that creating databases of Independent Distributor information for mass communications constitutes the use of THE COMPANY's confidential information, which is THE COMPANY's trade secrets.
- vi. Independent Distributors acknowledge that customer data, distributor information, compensation structures, and internal business strategies constitute confidential information and trade secrets of NURISE.

J. Public Relations Matters: THE COMPANY encourages Independent Distributors to use personal media coverage to expand and build their business; however, certain situations require them to contact THE COMPANY. These include:

- i. Instances where the story or medium has national potential;
- ii. Cases where the story calls for a broader company/product perspective;
- iii. When they are questioned about THE COMPANY sales figures and/or business strategies.

16. Breach of Contract Procedures

Section 5 - Breach of Contract Procedures

A. Conditional Obligations: THE COMPANY's obligations to an Independent Distributor are conditioned upon their faithful performance of the terms and conditions of the contract. THE COMPANY, in its sole discretion, will determine if a breach has occurred and may elect any or all available remedies.

B. Remedies: In the event of a breach, THE COMPANY may:

- i. Notify the Independent Distributor of the breach and provide a notice to cure;
- ii. Require additional assurances of future compliance;
- iii. Withhold or deny recognition and attendant perks;
- iv. Assess damages and withhold them from commission payments;
- v. Suspend rights temporarily or permanently;
- vi. Seek injunctive relief;
- vii. Terminate the contract;
- viii. Seek damages and associated costs.

C. Reporting Contract Breaches: If an Independent Distributor observes or is aware of another's violation, they shall submit a written complaint to THE COMPANY's support department through email. Complaints must be brought to THE COMPANY's attention

within eighteen (18) months of the start of the alleged violation; cross-company recruiting violations must be brought within six (6) months.

D. Circumvention of the Contract: The contract is designed to protect Independent Distributors and THE COMPANY from adverse consequences of violations. Those who intentionally circumvent the contract to accomplish indirectly what is prohibited directly will be disciplined as if the applicable policy or rule had been broken directly. All available remedies will be available to THE COMPANY.

17. Prohibited Uses

You may use the site only for lawful purposes and in accordance with these Terms of Use. You agree not to use the website:

- A. In any way that violates any applicable federal, state, local, or international law or regulation.
- B. To exploit, harm, or attempt to exploit or harm minors in any way.
- C. To send, knowingly receive, upload, download, use, or re-use any material which does not comply with these Terms of Use.
- D. To transmit or procure the sending of any advertising or promotional material without our prior written consent.
- E. To impersonate or attempt to impersonate us, an employee, a contractor, another user, or any other person or entity.
- F. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the website, or which may harm us or users of the website or expose them to liability.

Additionally, you agree not to:

- A. Use the website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use.
- B. Use any robot, spider, or other automatic devices to access the website for any purpose.
- C. Use any manual process to monitor or copy any of the material on the website without our prior written consent.
- D. Use any device, software, or routine that interferes with the proper working of the website.
- E. Introduce viruses, trojan horses, worms, logic bombs, or other malicious material.
- F. Attempt to gain unauthorized access to any parts of the website.
- G. Attack the website via a denial-of-service attack or a distributed denial-of-service attack.
- H. Otherwise attempt to interfere with the proper working of the website.

18. Security

We strive to use commercially acceptable means to protect your personal information, but we cannot guarantee its security. You agree that you are responsible for maintaining the security of your account and for any activities that occur under your account.

19. Website Changes

We may update the website's content from time to time, but it is not necessarily complete or up-to-date. Any of the material on the website may be out of date at any given time, and we are under no obligation to update such material.

20. Reliance on Information Posted

The information presented on or through the website is made available solely for general information purposes. We do not warrant this information's accuracy, completeness, or usefulness. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the website.

The website may include content provided by third parties. All statements and/or opinions expressed in these materials are solely the responsibility of the person or entity providing those materials. We are not responsible or liable for the content or accuracy of any materials provided by third parties.

21. Links to and from the Website

If the website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any third-party websites linked to the website, you do so entirely at your own risk.

You may link to our homepage, provided you do so fairly and legally and do not damage our reputation or take advantage of it. However, you must not establish a link in a way that suggests any form of association, approval, or endorsement on our part without our express written consent.

22. Termination and Renewal

Termination:

The Agreement is valid for one (1) year and requires annual reaffirmation by the Independent Distributor in accordance with the Independent Distributor Agreement. If the Distributor fails to renew their Distribution Agreement annually, or if it is canceled or terminated for any reason, the Distributor will be paid all commissions, bonuses, and other economic benefits earned through the date of termination; however, the Distributor will lose all rights of distribution, status, and participation in THE COMPANY as a Distributor.

THE COMPANY reserves the right to terminate all Distributor Agreements upon 30 days' notice if the Company elects to:

- A. Cease business operations;

- B. Dissolve as a business entity; or
- C. Terminate distribution of its products and/or services via direct selling channels.
- D. A Distributor may cancel this Agreement at any time, and for any reason, upon written notice to THE COMPANY at its principal business address. THE COMPANY may cancel this Agreement for any reason upon 30 days advance written notice to the Distributor.

Renewal:

- A. Distributors must annually reaffirm that they are bound by the terms of the Distributor Agreement and relevant documents and will be prompted in their office to do so. If the renewal is not made within thirty (30) days after the expiration of the current term of the Independent Distributor Agreement, it will be suspended under the Independent Distributor Agreement procedure.
- B. Independent Distributors must return all confidential information, including any information derived therefrom, over which they have direct or indirect control to THE COMPANY upon termination or upon demand. If any such confidential information cannot be returned because it is in electronic format, they shall permanently delete and erase it upon termination or upon demand.
- C. THE COMPANY may, at its sole discretion, retain the Independent Distributor or dissolve and remove them from the compensation plan upon termination.
- D. THE COMPANY reserves the right to suspend or terminate the agreement if the Independent Distributor or its operation poses a risk to THE COMPANY's security or when this agreement and these terms and conditions have been breached or broken in any part.

Account Termination and Re-onboarding:

THE COMPANY reserves the right to terminate or suspend accounts that violate these Terms of Use, including failure to comply with compensation or marketing rules. In cases in which the account is suspended due to non-payment (three consecutive months) or policy violations, the Independent Distributor must reapply and pay all applicable fees as if it were a new account, and will lose all previously held status and rank.

An Independent Distributor whose account has been suspended may recover their downline organization as it existed at the time of suspension, provided that the re-onboarding process is successfully completed within twelve (12) months from the effective date of suspension. If the Independent Distributor does not complete the re-onboarding process within that twelve (12) month period, the account will be permanently terminated and the Independent Distributor will lose all rights to their downline organization and to any commissions associated with it. In cases of termination for serious policy violations, re-enrollment may be denied at THE COMPANY's sole discretion.

23. Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for antivirus protection and accuracy of data input and output and for maintaining a means external to our site for any reconstruction of any lost data.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment due to your use of the website or any services or items obtained through the website.

Your use of the website, its content, and any services or items obtained through the website are at your own risk. The website, its content, and any services or items obtained through the website are provided on an "as is" and "as available" basis without any warranties of any kind, either express or implied.

We hereby disclaim all warranties of any kind, whether express or implied, statutory or otherwise, including but not limited to any warranties of merchantability, non-infringement, and fitness for a particular purpose.

24. Limitation on Liability

In no event will we, our affiliates, or their licensors, service providers, employees, agents, officers, or directors be liable for damages of any kind arising out of or in connection with your use or inability to use the website, including any direct, indirect, special, incidental, consequential, or punitive damages.

Each Independent Distributor agrees that the entire liability of THE COMPANY and its responsible parties for any claim whatsoever related to the contract shall not exceed and shall be limited to the number of products the Independent Distributor has purchased from THE COMPANY that are in resalable condition.

25. Indemnification

You agree to defend, indemnify, and hold us harmless, our affiliates, licensors, and service providers, and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, losses, costs, expenses, or fees arising out of or relating to your violation of these Terms of Use or your use of the website.

26. Geographic Restrictions

The Website is operated by NURISE Software Design L.L.C., a company established in Dubai, United Arab Emirates. We make no representation that the Website or its content is appropriate or available for use in all jurisdictions. Access to the Website may not be legal for certain persons or in certain countries. Users who choose to access the Website from outside the United Arab Emirates do so on their own initiative and are responsible for compliance with all applicable local laws and regulations.

27. Distributed Materials

All material distributed by THE COMPANY and its affiliates, including brochures, presentations, and services and/or product offers distributed in audio, video, PDF, text, or image formats, are presented for informational purposes of a general nature only and do not address any circumstances of any individual or entity.

Such material does not construe any such information or material as legal, tax, investment, financial, professional, or other advice. Content on such materials does not represent or constitute any solicitation, inducement, recommendation, endorsement, or offer by THE COMPANY, its affiliates, or any third-party service provider to buy or sell any financial instruments.

28. Governing Law and Jurisdiction

All matters relating to the website and these Terms, and any dispute arising out of or relating to them, shall be governed by the laws of the Emirate of Dubai and the applicable federal laws of the United Arab Emirates, without giving effect to any choice-of-laws or conflict-of-laws provision or rule. Any dispute shall be finally resolved by arbitration under the rules of the Dubai International Arbitration Centre (DIAC), seated in Dubai.

Any dispute, controversy, or claim arising out of or relating to these Terms of Use shall be finally resolved by arbitration administered by the Dubai International Arbitration Centre (DIAC). The seat of arbitration shall be Dubai, United Arab Emirates, and the proceedings shall be conducted in the English language. The arbitral award shall be final and binding upon the parties. However, we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive all objections to exercising jurisdiction over you by such courts and the venue in such courts.

29. Waiver and Severability

No waiver by us of any term or condition outlined in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition. Any failure on our part to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

Suppose a court or other tribunal of competent jurisdiction holds any provision of these Terms of Use as invalid, illegal, or unenforceable for any reason. In that case, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

30. Force Majeure

The Independent Distributor acknowledges that THE COMPANY is not liable for any damages or losses caused by the delay or inability to sell or deliver its products due to labor

strikes, accidents, fire, flood, acts of civil authority, acts of God, acts of terrorists, or from any other causes that are beyond the Company's control.

31. Attorney Fees

Suppose any suit, action, or proceeding is brought to enforce any term or provision of this contract. In that case, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs, and expenses incurred, in addition to any other relief to which such party may be legally entitled.

32. Successors and Assigns

The contract shall be legal and binding upon and inure to the benefit of the heirs, devisees, executors, administrators, personal representatives, successors, and assigns (as applicable) of the respective parties to this contract.

33. Entire Agreement

These Terms of Use, together with the Privacy Policy, Legal Disclaimer, and any other policies, rules, or documents expressly incorporated by reference herein, govern the use of the website and the Leganovo platform. For users who participate in the Leganovo independent distribution program, the Independent Distributor Agreement, the Independent Distributor Operational Rules and Procedures, the Compensation Plan, the Privacy Policy, the Legal Disclaimer, these Terms of Use, and any other applicable policies or documents issued by the Company shall collectively form the "Leganovo Legal and Operational Framework." The Leganovo Legal and Operational Framework constitutes the complete set of governing documents applicable to the Leganovo platform and the independent distribution program. In the event of any conflict or inconsistency between these Terms of Use and the Independent Distributor Agreement or other documents forming part of the Leganovo Legal and Operational Framework, the provisions of the Independent Distributor Agreement and the applicable distributor policies shall prevail with respect to matters relating to the distributor relationship, compensation structure, commissions, and program participation. Except as expressly provided herein, these Terms of Use supersede any prior or contemporaneous understandings, agreements, representations, or warranties relating solely to the use of the website and platform.

34. Comments and Concerns We operate the website. All other feedback, comments, requests for technical support, and communication relating to the website should be directed to us:

Email: info@leganovo.com

Support: support@leganovo.com

If you have any questions or concerns about these Terms, please contact us at support@leganovo.com.

35. Copyright Notice

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