

General Terms and Conditions

(hereinafter referred to as GTC)

I. INTRODUCTORY PROVISIONS

A Golden Life Trading S.L. – hereinafter referred to as “The Company” (DCH I. 15th Calle Velázquez, 28001 Madrid, Spain) aims to achieve the mission of the Apesyto System by creating a CONSCIOUS COMMUNITY CLUB. People joining the Apesyto System community – hereinafter referred to as “Partners” – are on a way that brings real change to everyone's life when they experience doing things what they have considered to be impossible. The reward is the pride, the joy and happiness over the success that they succeeded and were able to do it!

OUR MISSION: Establishing the Apesyto System in the world through the creation and application of a conscious community club model that helps the members of the community and the partners to get material abundance, mental fulfillment and long, healthy lives.

The purpose of this General Terms and Conditions and its inseparable part (hereinafter collectively referred to as the GCT), which is an integral part of it, is to determine the relationship and the essential conditions of the contract between the Company and the Partners, the business conduct standard to be followed by the partners, the rights of the parties and the obligations incumbent upon them and the cases of termination of the contract. Partners are required to comply with all the terms and conditions of this GTC and the relevant European Community, Member State (national) and local legislations. The Company informs the Partners that the Company may modify the provisions of the GTC at its own discretion at any time, unilaterally. The Company informs the Partners that the successful registration of the present GTC and the acceptance of the General Terms and Conditions mean that the Partner agrees that the Company, as outlined above, can modify the General Terms and Conditions unilaterally at the time it determines. In the event of successful registration and acceptance of the General Terms and Conditions, the Partner acknowledges that any possible modification of the General Terms and Conditions comes into force by publishing it on its official website ([apesyto.com](https://www.apesyto.com)).

The Company expressly declares that it does not carry out financial activities with its Ownership Loyalty Program, the basis of its business operation is the sale of club discount cards. The Company provides free of charge access to the motivational program applied in connection to the loyalty program. While participating in the program, external payments, other cash exchanges or barter are not made and the application is strictly prohibited. From this kind of action, the Company is definitely disassociating itself. Based on the opinion of the relevant professional sources, we declare that:

“The Company is not entitled – neither in the Apesyto System Ownership Loyalty Program (GP Platform) nor in any other business plan- to involve or accept funds from the public through the issue of securities, in particular by issuing shares, bonds and stock options.”

II. PRINCIPLES

Obligations of the Partners arising from the legal relationship

Partners are individuals or self-employed. The legal relationship between the Company and the Partners is an agency contract, the conclusion of the agreement does not create an employment relationship between them. The Partner is solely responsible for the payment of all taxes and the social security tax. The Company is not entitled to and is not required to deduct any tax or other contribution from the commission payable to the Partner (or any other amount paid out), unless the deduction of the tax or contribution is prescribed by law. The Partner is responsible for ensuring his registration in the Social Security and Tax Registry. The costs and expenses of the Partner's activities (such as travel expenses, meal costs, office costs, etc.) must be financed by the Partner, and the Partner also assumes the (business) risk associated with his business operation.

Notification of the breach of the GTC

If a Partner finds out that another Partner is in breach of the provisions of the General Terms and Conditions, the breach must promptly be reported to the Company in a verifiable way (with the violation and the person concerned). Any behavior, activity that conflicts with the provisions of the GTC may risk the Company's reputation or the work and financial development of the Partners.

Following the Local Legislation

The Partner is obliged to follow the local legal provisions.

Legal capacity

The Partner of the Company can be only an adult over 18 years old, who has capacity to act or a business organization registered by the competent court of registration, whose contractual capacity, alienation ability and acquisition capacity are not limited, and official permission or third party consent is not required before making statements.

III. THE CREATION OF THE PARTNER STATUS

Partner status is established by a contract between the Company and the Partner. Registration is required to conclude the contract. In the system of the Company, only the (already registered) Partner (Social Tag), so-called “Sponsor” can be entered by entering its registration code (ID number). Each Partner (Social Tag) has an ID number. For the conclusion of the contract, the potential Partner must complete the so-called “registration form” which can be found on the website of the company. The submission of the registration form to the company also means that the Partner has acknowledged and accepted the GTC (its annexes) published on the website of the Company and agrees that the Company can modify the General Terms and Conditions and the other regulations unilaterally at the time it determines. If the Company acknowledges the registration to the Partner on the basis of the registration form filled in by the Partner and sent to the Company, the contract is concluded between the parties. In order to enter into force of the contract, it is necessary for the Partner to comply with the obligation to purchase according to the “Compensation Plan”. The Company reserves the right to refuse any registration(s) application without any explanation. The contract is concluded between the parties for an indefinite period of time.

The Company draws attention to the fact that the candidate (potential partner) can only provide real data when registering. If the Applicant issues incorrect information on the registration form and the Company will subsequently be aware of it, it is entitled to cancel the partner's position (including registration), which terminates the contract automatically (in the absence of a particular statement).

IV. „MEMBER“ CLUB CARD, „PREMIUM“ CLUB CARD, „ELITE“ CLUB CARD

The Company informs the Partner that, based on the “Compensation Plan”, the information about purchasing the club card (which is required for the commissioning and payment of the commission) is available on the website [apesyto.com](https://www.apesyto.com).

With the club discount card, which can be purchased at [apesyto.com](https://www.apesyto.com) (50-150-350-500-1500-3500-5000-7500-10000 Euros), the Company provides access to web stores and web shops contracted with the Company. Furthermore, it offers a great deal of discounts on the supply of web service providers.

V. OBLIGATIONS AND RIGHTS OF THE CONTRACTING PARTIES

The Company undertakes to inform the Partner of the current policies, the relevant information about the activity, the subject matter of the service and the business experience of the Company by publishing it on the website [apesyto.com](https://www.apesyto.com).

The Company undertakes to pay a commission -the fulfillment of the specified conditions by the Partner or the fulfillment of other conditions set out therein – in a specified manner and time for the Partner, which is determined in the “Compensation Plan” as an integral part of the General Terms and Conditions. The Company informs the Partner that, in the case of payment of the commission by transfer, its bank charges are financed by the Partner, which amount is deducted from the payable commission. The condition for paying the the commission via bank transfer is that the Partner proves himself / herself with the necessary documents by uploading them in WebOffice and submits his / her application, as well as the data necessary for the transfer. The Partner acknowledges that the bank transfer may take up to 10 days.

The Partner undertakes to treat the data- both about the Company and its sponsored partners or candidates during the term of the contract and thereafter in accordance with the provisions of the data protection legislation. The Partner mustn't disclose the data or database that he or she manages, neither under the terms of the contract nor subsequently to a third party, unless there is a written consent of the parties concerned.

The Partner is obliged to preserve the business reputation of the Company.

The contracting parties hereby agree that the Partner is not entitled to make a legal statement on the behalf of the Company neither during the term of the contract nor after it.

The Partner has to ensure that the activity he performs continues according to the current legislation.

The Partner is obligated to participate in the motivational trainings organized by the Company since the transfer of information should take place in the manner determined by the Company.

The Partner is entitled to a commission according to the “Compensation Plan” annexed to the GTC. The Partner is eligible for sponsorship in accordance with the “Compensation Plan”.

The Partner is obliged to inform the Company of the change in his / her data within 2 business days after the change in a verifiable way. The Partner acknowledges that the Company is not liable for any damages resulting from incorrect information provided to the Company.

VI. DATA PROTECTION

When handling the data of the Partner, the Company acts on the rules governing certain aspects of the protection of personal data and the disclosure of information of public interest as well as electronic commerce and information society services.

The Company treats and stores the data provided by the Partner in connection with the registration, use of the service only to ensure the fulfillment of the contract and the conditions of the contract.

The Company handles the data provided by the Partner, for different purposes than those specified above, only by providing the purpose of the data management and by the prior consent of the data controller.

The Company can disclose the Partner's information only to a third party, who acts as his/ her contributor during the performance of the contract, which he agrees with the acceptance of the GCT.

The Company uses the appropriate software and hardware system to protect the data provided by the Partner, in particular against the unauthorized access, modification, forwarding, disclosure, deletion or destruction, as well as accidental destruction and damage.

VII. THE ACTIONS COMPANY MAY TAKE IN THE CASE OF A PARTNER'S UNLAWFUL, OFFENDING BUSINESS CONDUCT

If the Partner violates the provisions of the GTC, i.e. does not act in a contractual manner or their conduct is unlawful, their business conduct does not comply with the Code of Ethics, the Company may impose the following sanctions against the Partner on the basis of a unilateral decision of the Company:

written warning,

may require the Partner to terminate his / her conduct immediately which violates the GTC, the relevant legislation or the Code of Ethics,

suspension or immediate termination of the contract,

to take actions that are permitted by the provisions of the GTC or by the relevant legislation,

take actions that the Company considers reasonable for remedying and preventing any damage that is caused in whole or in part by the Partner having violated the General Terms and Conditions and the relevant legal provisions.

The Contracting Parties hereby agree that, if a partnership agreement is suspended on the basis of the Company's decision, during the suspension the Partner is not entitled to continue the business and the Company is entitled to hold back the Partner's commission (up to 30 days).

If the Company terminates the contract because of the unlawful, offending conduct of the Partner, the Company may hold back the commissions of the defaulter Partner for the period during the Partner's conduct is being investigated. If the Company or a third party is harmed by the Partner's unlawful conduct, the Partner is not entitled to any commissions that may be due to him during the investigation period, pending the final judgment about the amount of damage to the company or third person. The Company is entitled to take legal action to ask for compensation for the damages it has suffered and for reimbursement of costs incurred.

The contracting parties agree that they apply the rules of accountability-based liability for their legal status.

VIII. DELAY

In the case of Vis major, the Company is not liable for any delays or non-fulfillment. Vis majors are considered to be the conditions which make the fulfillment of the Company's commitments impracticable or significantly difficult, such as strikes, other (collective) labor disputes, uprisings, wars, fires, deaths, restrictions on purchasing resources of a party or legal change.

IX. WAIVER STATEMENT

In the event of a breach of contract by the Partner, any cancellation by the Company of a material breach of contract may not be interpreted as waiving the Company's claim for damages in respect of any breach of contract by the other Partner or other Partners in the same subject matter. The waiver statement cannot be interpreted as the company would waive to apply the violated contractual provision in the future, the contractual obligation of the Partners on the basis of the provision concerned.

Any possible behavior of the Company that it is not or is exercising its right late to enforce a claim based on a breach of a contract by a Partner cannot be interpreted as the company would waive to apply the violated contractual provision in the future, the contractual obligation of the Partners on the basis of the provision concerned.

X. LIMITATION OF LIABILITY

The Partner declares that he or she is aware of the fact that the Company, its successor, its members, its senior officers, its employees, individuals or business organizations (including profit-oriented and non-profit organizations) under the contractual relationship with the Company or its successor are not responsible for the indirect, direct, incidental, consequential damages, loss of use or any other losses of the Partner (neither on a contractual nor on a delinquent basis) resulting from the following reasons:

- If the Partner violated the GTC,
- If the damage is attributable to the business risk arising from the Company's activities,
- If the cause of the loss is due to the fact that the Partner has provided inaccurate or false information to the Company or the data has been delayed,
- If the cause of the loss is that the Partner misses to convey to the Company any information or data which is relevant to the Company's business.

XI. ERRATUM

The Company cannot be held liable for any errors or erratum on its official website in which case, despite of the errors, the correct interpretation may be inferred from the content of the text.

XII. COMPLAINT

If the Partner has any claim to the commission or other obligations assumed by the Company, the Partner must inform the company in writing through the Help Desk available in WebOffice within 7 days, but no later than within 45 days after the occurrence of the underlying circumstances. The Company only takes responsibility for any defects, omissions or partner claims that the Partner announces to the Company in the manner specified above, unless they are attributable to the deliberate or gross negligence of the Company.

XIII. TERMINATION OF LEGAL STATUS

The contract is terminated:

- by notice of termination,
- by mutual agreement,
- with the death of either party, or termination with or without legal successor,
- by selling the position.

The contracting parties hereby agree that the Partner shall have the right to terminate this agreement with immediate effect, without justification. The Partner has to write down his / her termination and send it to the Company through the Help Desk.

The contracting parties hereby agree that the Company shall have the right to terminate this agreement with immediate effect if the Partner is in breach of his / her obligation that prescribed in this GTC and in the Regulations that are attached thereto, or the Partner attests to a business conduct in which case the Company is not expected to maintain the legal status. Such business conduct is considered, for example, creating bad reputation of the Company, the negative rating of the Elite Gold System, providing inaccurate, misleading information about the operation of the Company, the violation of data protection rules, the unauthorized use of the name of the Company or the name and logo of the Apesyto System, operation not in accordance with the relevant legal regulations, termination or limitation of legal capacity, misuse of business operation (see Code of Conduct), breach of competition restriction, etc. The contracting parties hereby agree that the Company shall be obliged to provide his / her termination in writing as well as to record the reason of the termination and to send the termination to the Partner's available e-mail address.

In the event of termination of the contract, the contracting parties are obliged to account for each other within 30 days after the termination of the contract. The Partner is entitled to get the commission until the date of termination. The commission will be paid to the Partner within 8 days after the settlement. The contracting parties hereby agree that the settlement according to this paragraph does not invalidate the claim of the Company for any repayment or damages from the Partner.

If the contract terminates due to the death of the Partner, the Company pays the amount of commission should be paid to the Partner up to the date of termination to the Partner's successor within thirty days after the final decision on the succession and the final certificate of inheritance. If the Partner's successor, verified as mentioned above, intends to continue the activities of the deceased, terminated Partner, he / she is able to do so without losing the position of the deceased, terminated Partner. This intention of the successor is obliged to report to the Company within 15 days after the final decision on the succession and the final certificate of inheritance. If the successor send or give its written declaration of intent, as described in this paragraph, to the Company, the Company will rewrite the tangible position to the successor's name. The Company reserves the right to terminate the contract with its unilateral written declaration, with immediate effect if the reason given below is valid: He / She is in a leadership status at a competitive business venture.

If the legal successor does not comply with its obligation of certification and informing until the deadline, the Company shall be entitled to terminate the contract with immediate effect.

If the contract is terminated due to the termination of the Partner without a successor, the Company will pay the commission, which is calculated until the decision of the termination without legal successor becomes final, to the right-holders based on the relevant legislation.

The contracting parties agree that the prior consent of the Company is required for the sale of the partner position. The Partner acknowledges that the granting of the consent is based on the unilateral decision of the Company and is not obliged to justify its decision. The Contracting Parties hereby agree that the Partner is obligated to notify the Company of its intention to sell the position -including the details of the recipient Partner and the introduction of the prospective Partner as well- , in writing through the Help Desk by completing a document filed by the company which can be downloaded from the company's website. The Company undertakes to notify the Partner in writing about the approval or rejection of the consent within 30 days after the Partner's announcement. If the Company rejects the consent, the present contract will remain in force between the Company and the Partner. If the Company agrees to the Partner's request for the sale of the position, the recipient partner will replace the transferring partner. The recipient partner is obliged to perform the obligations of the transferring partner and considers the rules in force at the Company binding on him / her.

The cost of rewriting and selling the position is covered by the transferring Partner.

XIV. LAPSE

The Contracting Parties hereby agree that the Partner is entitled to enforce his/her claims against the Company during a 60-day limitation period.

XV. INVALIDITY

The Contracting Parties hereby agree that if any provision of the contract between them is considered invalid or unenforceable, the invalid or unenforceable provisions shall be treated separately from the rest of the contract as if those provisions would have never been as a part of the contract and that invalidity or unenforceability happened this way shall not affect the validity or enforceability of the other provisions.

XVI. PROHIBITIONS, RESTRICTIONS

The Partner is not entitled to any independent marketing activity, nor to declare in any media or forum about the Company or on behalf of the Company.

The Partner is not entitled to upload any material or presentation, regarding to the Company, to public video sharing site without the prior written consent of the Company.

Cross-linking: The Partner mustn't exchange business information with a partner located on another branch in the propeller system.

The Partner can only purchase a position which is below his / her own position.

It is forbidden to offer a position for sale on public pages, on the pages of the Company, in advertising, or in any other public way. If this happens, the Company will cancel the Partner's position.

Change of the sponsor: If the Partner wants to re-register under a sponsor who is not on his / her sponsorship line, he/she can do so by not performing any activity in the company for 6 months. After 6 months the Partner has the opportunity to re-register for the sponsor he / she has chosen.

XVII. MIXED, FINAL PROVISIONS

The Partner's access to the website assumes that the Partner has technical and legal knowledge of electronic commerce. The Company does not take the responsibility for the lack of such knowledge and the errors of the electronic products and the errors attributable to the IT and telecommunications company (such as an internet service company). The Partner has the obligation to protect the data stored on his / her computer.

The legal status between the Company and the Partner is subject to the law of the European Union. Any disputes that may arise have to be settled by negotiation on a primary basis.

If this is deemed to be unsuccessful, in the case of the litigation procedure, in mutual agreement, the court of the place where the Seller is established is solely responsible in the present contract depending on the value of the property.

The interpretation and fulfillment of issues not covered by this GTC shall be governed by the legal requirements of the European Union.

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