

## **TERMS AND CONDITIONS**

M/s Ekta Bazar Ecommerce Pvt. Ltd., a Company incorporated under the Companies Act, 2013, and having its Registered Office in Sonapat, Haryana, hereinafter referred to as "The company". The company is engaged into the business of direct selling through multilevel marketing and in other business activities as stated in the Object Clauses of memorandum of Association of the Company.

For smooth running the business of direct seller, Company has framed certain rules and regulation, marketing plan and other terms and conditions.

The Company exclusively uses its website to display the detail of the products, marketing methods and business monitoring. It uses verbal publicity to promote its business.

The Company appoints Direct Seller across the country of India for marketing and sale of its products. Individuals (Indian Citizens only) interested in becoming a Direct Seller of the Company, can apply for the same in prescribed form. Filling each & every column is mandatory. The company offers free and paid memberships to become the direct seller of the company

1. Free Member: As a free member you are entitled for reward points, shopping cash backs.
2. Active Member: You can become an active member and can avail additional benefits of profit sharing and bonus from the company. To become an active member one has to pay the membership fee of **Rs. 805.00 (Eight Hundred Five only)** along with applicable taxes.

Before filling the application form, the intending Direct Seller shall go through the terms and conditions herein below thoroughly and if he/she agrees the terms and conditions, he/she shall append his/her signature in the column hereunder as token of their acceptance.

### **Definitions:-**

The following words used in these presents shall have the meaning as defined here under;

#### **a. Direct Selling**

Means marketing or sales of goods directly to the end user / consumer either by oral publicity or display or demonstrations of the good/products or distribution of pamphlets.

#### **b. Direct Seller**

Means a person competent to enter into contract as per "Indian Contract Act", and who is authorized and registered as direct seller.

#### **c. Consumer**

Means a person who purchases good or hires services for consumption and not for commercial purposes. It shall have the same meaning as provided under the Consumer Protection Act, 1986.

#### **d. Goods/Products**

Means goods/products defined in the Sale of Goods Act, 1930 and section 3(26) of the General Clauses Act, 1897, is that it shall include every kind of movable property other than actionable claims and money.

#### **e. Sales incentive**

Means amount of incentive payable to the Direct Seller for effecting sale of goods/products as stipulated in the contract between the Direct Seller and Direct Selling entity.

**f. Unique ID /Track ID**

Means unique identification number issued by the Company to the Direct Seller as token of acceptance of his/her application for Direct Selling of the goods/products of the Company.

**1. THE APPOINTMENT AND UNDERSTANDING**

- a) Company upon scrutiny and verification of the Application may register the Applicant as “Direct Seller” for Direct Selling the goods/products of the Company. The Company shall be at liberty to accept or reject his/her application at its discretion.
- b) The Direct Seller shall enjoy the following privileges:-
  - i) Incentive for effecting sale of goods/products of the Company as per marketing plan,
  - ii) No territorial restriction to sale the goods/products,
  - iii) Search and inspect his/her account on website of the Company through password provided by the Company,
  - iv) Earnings of the Direct Seller shall be in proportion to the volume of performance by the Direct Seller either by his/her personal efforts or through team as stipulated in the marketing plan of the Company.
- c) An individual, upon appending his/her signature at the bottom of these presents, shall be deemed to have accepted the terms and conditions stipulated herein. Upon registration after scrutiny of the application, he/she shall become the direct seller of the Company. Allotment of password and ID shall be construed as registration as direct seller. The applicant hereby covenants that as under.
  - i. That she/he has clearly understood the marketing methods/plan, the compensation plan, its limitations and conditions. He/she agrees that he/she is not relying upon any misrepresentation/s or fraudulent inducement or assurance that is not set out in terms and conditions or other officially printed or published materials of the Company.
  - ii. Relation between the Company and the Direct Seller shall be governed, in addition to this agreement, by the rules and procedure mentioned in the marketing plan, available on website. The Direct Seller further confirms that he/she has read and understood all the terms & conditions carefully and agrees to be bound by them. iii. Direct Seller shall act as a freelancer and shall not commit any misfeasance or malfeasance to create any liability/obligation on the company.
  - iv. It is made and understood in very clear terms that Direct Seller is not an Agent, Employee nor an authorized representative of the Company or its service providers. He/she is not authorized to accept/receive any amount/payment for and behalf of the Company and any payment received by him/her will not deemed to be received by the Company.
  - v. Direct Seller, hereby declare that all the information furnished by him/her are true and correct. Company shall be at liberty to take any action against the Direct Seller in the event, it is discovered that the Direct Seller furnished any wrong/false information to the Company.

## 2. GENERAL TERMS

- i. The Company may appoint any Third party for Collection/distribution services. Direct seller is required to visit the Company's official website from time to time to get such appointment and avail facilities make payment and collect valid receipt and products from its outlets/collection/delivery centre.
- ii. The Direct Seller will be eligible for facilitation fees or income, as per the volume of sale of Products/Business done by him/her, subject to the eligibility norms formulated by the Company from time to time. The Company does not guarantee/assure any particular or fixed facilitation fees or income to the Direct Seller.
- iii. ID has to be quoted by the Direct Seller in all his/her transactions and correspondence with the Company. The ID once allocated cannot be altered at any point of time.
- iv. No communication will be entertained without unique ID and password. Direct Seller shall preserve the ID and Password properly as it is "must" for logging on to website.
- v. Commission/income to the Direct Seller shall be subjected to statutory deductions as applicable.
- vi. The Company reserves its right to withheld/block/suspend the Direct Seller in the event the Direct Seller fails to provide an details as desired by the company from time to time including but not limited to Pan card details.
- vii. Direct Seller undertakes to adhere for policies, procedures, rules and regulation formed by the Company.
- viii. The Direct Seller shall be faithful to the Company and shall uphold the integrity and decorum to the Company and shall maintain good relations with other Direct Seller and their clients.
- ix. Company reserves the rights to modify the terms and conditions, products, plan, business and policies at any time without notice. Modification shall be published through the official website of the Company and such modification/amendment shall be applicable and binding upon the Direct Seller from the date of such notification.
- x. In case of death of Direct Seller either his/her nominee or one of the legal heir with consent of all the legal heirs may join the Company as Direct Seller in place of the deceased provided he/she applies in prescribed form and undertakes to abide all rules and regulations, terms and conditions etc., in the same manner as that of original Direct Seller. In case of failure to arrival at such consent within six months from the date of death of Direct Seller, the Company shall be at liberty to terminate the ID. For this period Company will keep his/her ID in abeyance.
- xi. If any Direct Seller loses his/her contractual capacity due to any reason such as lunacy, bankruptcy or sentenced to imprisonment or other legal embargo is created, his/her Direct Seller ship shall be continued through the person duly appointed by the competent Court. xii. Direct Seller shall have to follow all statutory laws, rules and regulations in operation of their business. Direct Seller shall not engage in any deceptive or unlawful trade practice as defined statute.
- xiii. Direct Seller shall not manipulate the marketing plan or product's rate, B.V. etc., in any way.
- xiv. Direct Seller shall not send, transmit or otherwise communicate any messages to anybody on behalf of the Company without any authority from the Company.
- xv. Direct Seller and/or any other person under him/her is strictly prohibited to use Promotional Material, other than developed and authorized by the Company.
- xvi. Direct Seller shall not use the trademark, logotype and design of company and its brands anywhere without written permission from the Company. Said permission can be withdrawn at any time by the Company.

- xvii. All the arrangements, expenses, permission from local authorities, complying with rules of central and state government and local body is whole responsibility of Direct Seller for meetings and seminars conducted by Direct Seller.

### **3. PROHIBITIONS**

- i. Direct Seller or his/her relatives (relative means dependent son or daughter, father/mother, spouse) shall not engage in any activities of Multi Level Marketing of any other entity. If it is found then such Direct Seller shall be terminated.
- ii. Direct Seller is prohibited from listing, marketing, advertising, promoting, discussing or selling any product, or the business opportunity on any website or online forum that offers like auction as a mode of selling.
- iii. The Direct Seller hereby undertakes not to compel or induce or mislead any person with any false statement/ promise to purchase products from the Company or to be Direct Seller of the Company.

### **4. DUTY AND CONFIDENTIALITY**

Parties shall keep and maintain secrecy and confidentially about the information for which they are obliged and expected to keep secret and not disclose anybody other than persons to whom is reasonably expected to be disclosed.

### **5. SPECIAL CONDITIONS**

Notwithstanding anything stated or provided herein, the Company shall have all powers and discretion to modify, alter or vary the terms and condition in any manner it deems fit and shall be communicated through the official website or other mode as the Company may deems fit and proper. If any Direct Seller does not agree to such amendment, he/she may terminate his/her agreement within 45 days of such publication by giving a written notice to the Company. Without any objection to such modification/alteration, if Direct Seller continues his/her activities then it will be deemed that he/she has accepted all modifications and amendments in the terms & conditions for future.

### **6. TERMINATION**

Company may terminate this agreement for any reason not limited to;

- A. Pursuant to the provision to the marketing plan.
- B. For reason of non-performance.
- C. Any unethical and pre judicial work to the interest of the Company.
- D. For the breach of any terms and conditions of this agreement and marketing plan.
- E. Information given by Direct Seller found wrong/false.
- F. In convicted of an offence punishable imprisonment of whatever terms.
- G. Is declared bankrupt.
- H. Is not mentally sound to handle the business.
- I. Migrate to other Country.

Termination of Direct Seller means termination of

- A. All rights and entitlements as a Company's Direct Seller.

- B. Personal information given on website.
- C. Identification as a Company's Direct Seller.
- D. Right to go at any Company's office and attend Company's meeting/seminars.

The Direct Seller may terminate this agreement at any time by giving a written notice to the Company.

## **7. RENEWAL/AGREEMENT PERIOD**

Direct Seller authorization shall continue for the first time till the end of March succeeding to the end of 12 months from the date of application form for Direct Seller by the Company. After this to continue the AUTHORISATION as Direct Seller of Company for next one year, the Direct Seller shall have to renew his/her authorization of Company Direct Seller on or before 31<sup>st</sup> of March every year. In case of failure in submission of renewal application in prescribed period the AUTHORISATION shall be ceased automatically.

Renewal application is available on COMPANY website in personal information. Direct Seller has to apply for renewal through his/her personal information.

Company reserves the right to refuse any renewable request and can revoke any Direct Seller renewable application if, in Company's opinion, the activities of the Direct Seller are not in the interest of COMPANY or if the Direct Seller has failed to comply the rules, procedures, terms and conditions etc., during the twelve months.

The agreement of Direct Seller will automatically comes to an end in case of non-compliance of renewable formalities.

## **8. FORCE MAJEURE**

The Company shall not be liable for any failure to perform its obligations where such failure has resulted due to Acts of Nature (including fire, flood, earthquake, storm, hurricane or any natural disaster), war, invasion, act of foreign enemies, civil war, revolution, insurrection, nationalization, government sanction, strike, lockout or interruption or failure of electricity, any type of redirection by Government, Local Authority etc.

## **9. RECOURSE AND LEGAL APPLICABILITY**

- I. The terms and conditions stipulated in the forgoing paragraphs shall be governed in accordance with the law in force in India. Disputes, either civil or criminal in nature, shall be subject to the exclusive jurisdiction of the courts in Sonapat, Haryana only and nowhere else.
- II. If any dispute or difference arises out of or in relation to these presents, the same shall be referred to sole arbitrator appointed by the Company. Direct Seller shall not raise any objection, in case the Arbitrator so appointed any manner whatsoever. Arbitration in such event shall be conducted as per "Arbitration and Conciliation Act, 1996" as amended from time to time. Venue of such Arbitration shall be in Sonapat and the language shall be English or Hindi.
- III. Company's liability, whether in contract, tort or otherwise arising out of or in connection with the agreement and/or relationship arising there from shall not exceed the lesser of

a) actual damages or loss assessed by the arbitrator or any where dispute resolution mechanism adopted by the parties or;

b) the total commission earned by the Direct Seller during six months of the date of dispute.

#### **10. SMS ALERTS**

The Direct Seller agrees to receive the SMS Alerts from the company through third party service provider on Mobile No. mentioned/quoted above and will not object even if they are received despite of DND activated. Direct Seller shall intimate the Change in Mobile No. (If Any)

#### **11. PHONE CALLS**

The Direct Seller agrees to receive the phone calls from the company through third party service provider on Mobile No. mentioned/quoted above and will not object even if they are received despite of DND activated. Direct Seller shall intimate the Change in Mobile No. (If Any)

#### **Solemnly affirm and declare as follows:**

1. That I have read and understood the terms and conditions for appointment of Direct Seller of the Company.
2. I have also gone through the Company's official website, printed materials, brochures and convinced about the business and I have applied to appoint me as a Direct Seller on my own volition.
3. I declare that I have not been given any assurance or promise on inducement by the Company or its Directors in regards to any fixed income incentive, prize or benefit on account of the products purchased by me.
4. I have clearly understood that eligibility of income exclusively depends on my performance in business volume as from terms & conditions. I further agree that company reserves the right to change the Business Plan at any point of time without prior notice.
5. I undertake not to misguide or induce any one dishonestly to join the Company.
6. I hereby agree and adhere to the terms and conditions as stipulated along with the application form and as mentioned above to agree to purchase the product as Consumer/to do the Direct Seller activities.
7. I hereby agree to submit all disputes to arbitration as provided in the terms and conditions of the Company.
8. I also declare that at present any other Direct Seller ship Identity (ID) is not activated in my name.