

**Conditions of Contract With Direct Sellers**

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## DEFINITIONS

For the purpose of convenience certain words/phrases have been defined here whose meaning is described herein.

1. Planet DewSoft Pvt. Ltd. and any of its associate concerns, or wholly owned subsidiaries, and their promoters, directors, managers, employees, shareholders etc. are referred to as individually or collectively as "The Company".
2. Any package, product offered by the company to its customers, whether Virtual or Physical, is termed as "The Package". For comprehensive details of the individual packages, please visit the official website at <http://packages.planetdewsoft.com>
3. The new/old user of any product/package offered by "the company" is referred to as "Customer".
4. The "Customer" availing the optional free business opportunity is referred to as an "Associate", or "Independent Channel Partner" or "Direct Seller". Customer and Direct Seller are collectively known as "partners"
5. [www.planetdewsoft.com](http://www.planetdewsoft.com), [www.godewsoft.com](http://www.godewsoft.com) and their sub-domains are referred to as company website. [c.care@planetdewsoft.com](mailto:c.care@planetdewsoft.com) is the official email of the company.
6. Terms and Conditions, User Agreement and Associate Agreement are collectively referred to as "Conditions of Contract" between the company and the Customer/channel partner/ Direct seller, and must be read together for all purposes.



## ANNEXURE H 2

### TERMS AND CONDITIONS

"The package" is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of "the Package" constitutes your agreement to all such terms, conditions, and notices. You agree to familiarize yourself with the terms of use and other terms and guidelines as available on the company website and agree to abide by them.

#### 1. Personal and Non-Commercial use Limitation

The Package" is for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from "the Package". This provision also applies to "the Package" documentation, including without limitation all information/ illustration/ software/ content contained in it.

#### 2. Links to Third Party

"The Package" may contain links to web sites or publications, operated by parties other than "the company". The company does not control such web sites, publications and is not responsible for their contents. Inclusion of links to such web sites and publications does not imply any endorsement of the material on such web sites/publishing houses or any association with their operators/ promoters.

#### 3. No Unlawful or Prohibited use:

As a condition of your use of "the Package", you warrant to "the company" that you will not use "the Package" for any purpose that is unlawful or prohibited by the user agreement or these terms and conditions, and issued notices.

#### 4. Limitation of Support

That the customer understands and acknowledges that he is buying a self use package, which comprises of self help books, CDs, DVDs and or eBooks, Audio Books, etc. without any monitoring or technical support. That the customer is qualified and able to use the same and gain from it independently, without any further support from "the company" and "the partners". The company's liability is limited to replacement of any defective product, if brought to the notice of the company within 72 hours of receiving such a product.

#### 5. Recognition of Packages

- a) The company is a private organization which has a licence to setup and conduct business anywhere in INDIA, unless a special permission is required from the state to do so. It caters to customers around the world, without any further permission. Only Certificates issued by Universities in INDIA have legal sanctity, Validity and Recognition within the INDIAN region for courses which are approved by the UGC and conducted and examined by the University through its colleges, or study centres. Even these certificates



may not valid outside the country and the holder may be required to sit for another examor course before taking further studies.

- b) The packages offered by the company are designed and developed by the company, its affiliates and may use ready made content from 3rd Parties. These usually are collection of Books, Workbooks, CDs and DVDs, eBooks, Audio Books etc. on various subjects. Some subjects within these packages may come with option to test your knowledge by taking objective type tests online, on the computer, or within the subject book. The certificate thus issued is a mere reflection of your score on that test and does not have recognition by anybody. Only certificates issued by Universities have recognition.
- c) Elearning, Distance Learning, Self Learning etc, are popular supplementary medium to enhance knowledge on subject. The role of the company is limited to creating different generic packages as deemed fit and selling them directly and through its Channel Partners. No further technical support/coaching/guidance is offered by the company. However the customer should visit the FAQs section on the website to find more useful information.
- d) The customer may require additional coaching, monitoring, personal guidance, on the subject to acquire or gain understanding of the subject by an expert. Packages and it's fee would be separate and in addition to this. The company currently does not support these packages by offering such additional packages.
- e) Software (if any) that is made available by "the Package" ("software") is the copyrighted work of the company and/or its suppliers. Use of the software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the software ("license agreement").
  - 1. You may not install or use any software that is accompanied by or includes a license agreement unless you first agree to the license agreement terms. For any software not accompanied by a license agreement, the company hereby grants to you, the user, a personal, non-transferable license to use the software for viewing and otherwise using "the Package" in accordance with these terms and conditions, and for no other purpose provided that you keep intact all copyright and other proprietary notices.
  - 2. Please note that all software, including without limitation all information/ illustrations/ software/ content contained in "the Package", is owned by the company and/or its suppliers and is protected by copyright laws and international treaty provisions.
  - 3. Any reproduction or redistribution of the content/software is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. Without limiting the foregoing, copying or reproduction of the software to any other server or location for further reproduction or redistribution is expressly prohibited.
  - 4. The software is warranted, if at all, only according to the terms of the license agreement. You acknowledge that the software, and any accompanying



documentation and/or technical information, is subject to applicable export control laws and regulations of India or the country that you are a resident of. You agree not to export or re-export the software, directly or indirectly, to any countries that are subject to India export restrictions.

**6. Liability Disclaimer:**

- a) The information, software, products, and services included on "the Package" may include inaccuracies or typographical errors. Changes are periodically added to the information herein. The Company and/or its respective suppliers may make improvements and/or changes to "the Package" at any time. Advice received via "the Package" or in any manner from "the company", or its advisers, should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.
- b) In no event shall "the company" and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of "the Package", with the delay or inability to use "the Package", the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through "the Package", or otherwise arising out of the use of "the Package", whether based on contract, tort, strict liability or otherwise, even if "the company" or any of its suppliers has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of "the Package", or with any of these terms of use, your sole and exclusive remedy is to discontinue using "the Package".

**7. Warranties and Limited Liability:**

It is advised not to accept any opened, unsealed physical package. The company sends all packages individually sealed, with the content clearly marked in the outside pocket. Upon receiving the package, please open the same and match the enclosed contents, with the enclosed content description paper. In case of any discrepancy, please do not accept the package or bring it to the notice of the Channel Partner writing on the delivery challan, and write an email immediately to the company within 72 hours. Acceptance of package, means you are satisfied with its quality and workmanship.

The CDs/DVDs are encrypted and may not work on some local DVD players, or computers with pirated software. They are non returnable, and you may watch them on a computer with a DVD drive using the enclosed software. However in case of any faulty product/misprint/DVD not working you are advised to Contact [c.care@planetdewsoft.com](mailto:c.care@planetdewsoft.com) giving details of the problems faced. The company will happily replace/reissue the same.

**8. Access Restriction:**



"The company" reserves the right to deny in its sole discretion any user access to company website or "the virtual package" or any portion thereof without notice.

**9. Modification of Terms and Conditions:**

"The company" reserves the right to change the terms, conditions, and notices under which "the Package" is offered.

**10. Copyright and Trademark Notices :**

All contents of "The Package" are copyright of "the company", its suppliers, or 3rd Party Respective Owners, mentioned on the Individual product, CD, DVD, books, workbook, ebook, Audio Book, document etc. Notice if any regards to clarification or violation for rights owned by the company may be sent to 305-306 Gagandeep Building, 12 Rajendra Place, New Delhi.110008, INDIA.

**11. Jurisdiction and Courts**

You hereby consent to the exclusive jurisdiction and venue of courts in New Delhi, India in all disputes arising out of or relating to the acquisition or use of "the Package". You agree that no joint venture, partnership, employment, or agency relationship exists between you and "the company" as a result of this agreement or use of "the Package". "the company" performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of "the company" right to comply with governmental, court and law enforcement requests or requirements relating to your acquisition or use of "the Package" or information provided to or gathered by "the company" with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. This agreement and other related agreements under the "agreements" link on the website, constitutes the entire agreement between the user and "the company" with respect to the use of "the Package" and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and "the company" with respect to "the Package". Any rights not expressly granted herein are reserved.



### ANNEXURE H 3

#### USER AGREEMENT

##### The Terms and Conditions

1. That the customer understands and acknowledges that he is voluntarily buying a self use package, which comprises of self read, copyrighted Books, CDs, DVDs and or eBooks, Audio Books, etc. without any monitoring or technical support, after satisfying himself thoroughly with the contents and claims thereof. That the customer or is his family member is qualified and able to use the same and gain from it, independently without any further support from “the company” and “the partners”.
2. That the customer may find in addition to the package contents, promotional material of the company, brochures, catalogues, etc, these are provided for enhancing knowledge of the customer about the company and its other packages only.
3. That the customer undertakes to respect and agree to the copyright statement printed, published or appearing on screen, and shall not make copy, photocopy, for the purpose of backup or distribution without prior written permission of the copyright holder, failing which the matter shall be dealt with the relevant provision of law.
4. That package cost or any part of it is NON REFUNDABLE after lapse of 15 days from date of Registration. The company shall at its own cost replace any defective material, if found and reported within 72 hours of delivery, via email to [c.care@planetdewsoft.com](mailto:c.care@planetdewsoft.com) or returned to the channel partner or distribution centre.
5. That the customer has read and understood the “All Agreements” as available on the company website and agrees to abide by them.
6. The customer understands that “the partner” is not an agent, employee or authorized representative, he is merely an Independent contractor, bound by “All Agreements”, to promote and sell the products, of the company as available on the company website <http://packages.planetdewsoft.com>
7. The Company makes the promises contained in “All Agreements” and through its website, and in other official material. No Associate is authorized to make any other promises to a Prospect/ Customer.
8. If any Customer relies on any promises made by an Associate that are not in “All Agreements” and/or official Company material, and that Associate fails to keep any such promise, the Customer is encouraged to file a complaint with the Grievance Cell of the company, under the contact us section. Upon receipt of such a complaint, the Company will conduct such investigation as it deems necessary and, upon validation of such a complaint, impose appropriate penalties on the offending Associate as per the provisions of the “All Agreements”. Such action however will not result in any recovery of damages by the customer, which the customer is free to seek against the offending Associate, not the Company.





9. That the customer has verified all claims and representations made to him by "the associates", from the company website and hereby indemnifies "the company" and its partners harmless of any claims whatsoever arising of its content, use and non use of the same. In case of any discrepancy in representation, the customer shall always communicate with "the company" via email to [c.care@planetdewsoft.com](mailto:c.care@planetdewsoft.com) or to the grievance cell, to resolve any matter, before filing complaint with any other authority.
10. That the customer understands that the contents of "the package" may be changed/updated, or be withdrawn, temporarily or permanently, without any obligation on part of the company after giving an online notice of 04 weeks.
11. That the customer may require additional coaching/monitoring/personal guidance on the subject to acquire or gain understanding as required by the Industry levels, by an expert or a mentor, or a teacher, its fee would be separate, and in addition to this. The company under its Distant Learning packages or Self Use packages such as these does not offer this support.
12. That in order to use "the package", or any of its part, the customer may be required to have a windows pc with internet connection facilities, an internet connection, and access to internet by a browser, and knowledge/skill on how to use the same. That the customer agrees to bear all the related costs in perusing "the package", including the cost of training himself, if necessary for using "the package".
13. That the offers promoted on the website time to time are promotional offers/benefits made available to the customers or "the associates" as part of the business promotion activity from "the company" and are often offered along in conjunction/alliance with third party. That these promotional offers come with some qualification criteria as mentioned on offer page on the website, which must be met, to be eligible for the offer. That these timely promotions can be withdrawn by "the company" or the third party at any given time, without giving any due notice or reason whatsoever.
14. That "the company" deploys consistent and conscious effort, skill, technology to make the virtual package/ user/associate data, available to all 365 days a year. But due to technical reason, of virus attack, data center problems, hardware or software crash, bandwidth problems of the ISP, or routine maintenance/updating work, the website, "the package" or any part of it may be temporarily unavailable, "the partners" indemnify "the company" harmless of any claims, damages whatsoever arising out of such a mishap.
15. That the customer shall not put, or promote false, or defamatory, or derogatory comments/remarks against the company on any media, social media, forums, or publicly accessible areas, physical or virtual. The company is liable to seek financial and punitive damages, or file for defamation case against such Customer.
16. That participation in the home based business opportunity based on the "Direct Selling" model is free and purely optional, and by participating in the same, the customer shall become an associate(s) /independent channel partner(s) of "the company" promoting the packages in his personal, social and professional network. Terms and conditions for which shall be governed and followed as mentioned in the "associates agreement".





17. Customer acknowledges that customer has read, understands and agrees unconditionally to the terms set forth in All Agreements. These agreements constitutes the entire agreement between the, customers, partners, and the company, on the subject matter hereof, and no other additional promises, representations, guarantees or agreements of any kind shall be valid concerning such subject matter unless in writing and signed by an authorized officer of the company.
18. Not adhering to any terms of "all agreements" by the customer will be treated as event of default. In such an event, all services/benefits/supports (as applicable) linked with the customer's package, shall be suspended/terminated and appropriate punitive action shall be taken against the customer, as deemed fit by the company within the legal framework of applicable laws. The company is liable to seek financial and punitive damages, file for defamation case, or take any other judicial recourse against such an offending customer. All expenses borne by the company to pursue such action shall be recoverable from the customer, including all attorney fees, expenses, levies, fines and penalties.
19. All disputes shall be heard exclusively in a competent court in Jurisdiction of New Delhi, India. The customer hereby submits and expressly waives the right to bring/file suit or complaint in any other Jurisdiction. In any cause of action the winner shall be entitled to recovery of all court approved attorney fees, court costs and other costs of the action.



## **ANNEXURE H 4**

### **ASSOCIATE AGREEMENT**

#### **ENFORCEABILITY**

This agreement is automatically enforced, upon intent to use the optional business opportunity by any existing customer, or any Existing or Retired Associate, by clicking "activate optional business opportunity" in the dashboard after logging into the company website, or sending a request to the official email of the company, or by SMS.

- a) The Agreement shall be read in a manner consistent with Section 10 of the Indian Contract Act, 1872;
- b) In addition to the rights and obligations of parties to this agreement or under Model Framework for Guidelines on Direct Selling, or any other law in force, parties shall have rights and obligations that are coextensive with rights and obligations of parties under the Indian Contract Act, 1872;

The process of selling company goods and services through the hands of independent channel partners/Associates is called Direct Selling. The Company and the Associate shall be responsible for compliance of this Agreement by any member of its network of Direct Selling, whether such member is appointed directly or indirectly by the company, or any of its Associates. For clarity, member of Direct Selling only include person who have opted for the optional business opportunity.

#### **Voluntary Participation**

1. Participation in the Company's home based business is totally optional and Voluntary. Upon being convinced of the quality of the packages offered by the company, self belief and ability to promote the packages in their network of friends, family and acquaintances, one may opt for this business and earn incentives and commissions based on achieving predetermined set sales target.
2. Before beginning to work as an Associate, the Associate undertakes to take "Free of Cost" mandatory orientation course on "Direct selling" and optional course of "Setting up your own Business as a Direct Seller", as available online at the company website [www.godewsoft.com](http://www.godewsoft.com), using his registration details, and also available "free of cost" in the DVDs included in some packages, (if one has purchased such a package), to gather and understand fair and accurate information, and prepare oneself before one can approach prospects, customers or other Associates. The content required to be covered are:
  - a) The Direct Selling Industry, and the Environment.
  - b) The company products, Its marketing plan, compensation, reimbursement and incentive plans, promotional offers etc.
  - c) Using the company website, access all sections, file requests, grievance, and communicate with the company.



- d) To prepare oneself to be able to provide complete and accurate information to prospective clients and existing direct sellers as required by the company.
- e) To understand, his rights and obligations as a Direct seller towards "All parties"
- 3. An Associate undertakes to update and complete his KYC norms with the company, either by uploading a true copy online, or by sending attested copies to New Delhi office the list of following documents. All existing associates shall update the same by the 31<sup>st</sup> December 2016.
  - a) Complete Registration form signed on applicable places.
  - b) Passport Size Photograph for issuance of ID card.
  - c) Government Issued ID to Aadhaar or Voter Id, to verify Name and address
  - d) Copy of the PAN Card, if available
  - e) Bank Account Number, Bank Name, and IFSC Code
  - f) Others, Bank Passbook, Voter ID, Copy of the CheckAdditionally the associate must update online his own and unique.
- g) Mobile Number
- h) Email Address



For ease of access, and streamline communication. Till the Know Your Customer documentation (KYC) is complete, the company reserves the right to hold all commission/incentives earned by the Associate, until the beneficiary details are established and verified.

**4. The Company and the Associate solemnly undertake NOT TO:**

- a) Use misleading, deceptive or unfair recruiting practices, including misrepresentation of actual or potential sales or earnings, in their interaction with prospect, or existing direct sellers;
- b) Make any factual representation to a prospect or direct seller that cannot be verified or make any promise that cannot be fulfilled;
- c) Present any advantages of direct selling to any prospect, direct seller in a false or deceptive manner;
- d) Make or cause, or permit to be made, any representation, conduct, relating to the direct selling business, including remuneration system and all agreements between "All parties" or to the goods or services being sold, which is false or misleading;
- e) Use, or cause or permit to be used, fraud, coercion, harassment, or unconscionable or unlawful means in promoting the direct selling practice, including remuneration system and agreement between "All parties", or for the goods or services being sold through this agreement;

- f) Require its Prospects, Customers and Direct Sellers to provide any benefit, including entry fees and renewal fees or to purchase any sales demonstration equipment or material in order to participate in its direct selling operations;
- g) Provide any benefit to any person for the introduction or recruitment of one or more persons as direct sellers;
- h) Require the Customers and Direct sellers to pay any money by way of minimum Monthly Subscription or Renewal charges;

**5. Obligation of the The company :**The Company agrees to:

- a) Not compel or induce the direct seller to purchase goods or services in an amount that exceeds an amount that can be expected to be sold to consumers within a reasonable period of time;
- b) Allow or provide the direct seller a 15 day period in which to cancel participation and receive a reasonable refund for inventory of goods or services purchased to be resold further.
- c) Allow for the termination of contract, with reasonable notice, in such instances and on such terms where a direct seller is found to have made no sales of goods or services for a period of up to two years since the contract was entered into, or since the date of the last sale made by the direct seller; All Existing Direct Sellers, who have not made any sale in last 2 years and or 3 years from date of registration are called upon to make a sale by the 31<sup>st</sup> March 2017, failing which their IDs/business Centres shall be made null and void, and all agreements between the companies and associate shall cease to exist, without any obligation or liability on the company.
- d) Allow or provide for a buy-back or repurchase policy for currently marketable goods or services sold to the direct seller at the said direct seller's request at reasonable terms.

**6. Obligations of Direct Sellers**

- a) Direct Seller engaged in direct selling should carry their identity card and not visit the prospect customer's premises without prior appointment/approval;
- b) At the initiation of a sales representation, without request, truthfully and clearly identify themselves, the identity of the direct selling entity, the nature of the goods or services sold and the purpose of the solicitation to the prospective customer;
- c) Offer a prospective consumer accurate and complete explanations and demonstrations of goods and services, prices, credit terms, terms of payment, return policies, terms of guarantee, after-sales service;
- d) Provide the following information to the prospect / consumers at the time of sale, namely:



## CONDITIONS OF CONTRACT: PLANET DEWSOFT PVT. LTD.

- i. Name, address, registration number or enrolment number, identity proof and telephone number of the direct seller and details of direct selling entity;
- ii. A description of the goods or services to be supplied;
- iii. Record the time and place for inspection of the samples and delivery of goods.
- iv. Explain to the consumer, tentative time of delivery of the goods and the return policy of the company in the details, before the transaction;
- v. Register all Orders online at the company website, and give the customer the proforma invoice, or Invoice, and Payment Receipt as may be applicable.
- vi. Assist the customer to pay for the chosen product, by using one of the methods accepted by the company. The current list of mode of payments is available on the website.
- vii. Inform the customer of his/her rights to cancel the order and / or to return the product in saleable condition and avail full refund on sums paid within a period of 72 hours.
- viii. Ensure that the customer gets his product within the stipulated time frame and verified that material so delivered are free from any manufacturing defect, and resolve issues if any.
- ix. Guide and assist the Customer on how to use the Product, and assist the customer, to work as an associate, in case he chooses to avail the optional business opportunity.



- e) All sales are to be registered online at the company website and maintained by the company. Sales pertaining to last 5 financial years are kept by the company in computer data. However it is recommended that the Associate keep proper book of accounts stating the details of the products, price, tax and the quantity and such other details in respect of the goods sold by him/her, in such form as per applicable law.

### **Relationship**

7. Direct Sellers agree that they are Independent Channel Partner, called an "Associate," and will have no authority to bind the Company to any obligations, outside this agreement. The relationship between Associate and the Company is established only by this Agreement and Associate is not an employee or any other legal representative of the Company or its service providers.

### **Promises by Recruiting Associate:**

8. The Company makes the promises contained in this Agreement or through its website, and in other official material and no Associate is authorized to make any other promises to a prospective Customer. If any Customer relies on any promises made by an Associate that are not in this Agreement and/or official Company material, and that Associate fails to keep any such promise, the Customer is encouraged to file a complaint with the Grievance Cell of the company. Upon receipt of such a complaint, the Company will conduct such investigation as it deems necessary and, upon validation of such a complaint, impose

appropriate penalties on the offending Associate. Such action however will not result in any recovery of damages by the customer, which the customer is free to seek against the offending Associate, not the Company.

**Associates Incentive:**

9. In order to qualify to earn incentives, the associate must personally make 2 sale of any package as available, one on either side. Associate will be eligible to collect incentives on all levels his business sales, provided he/she is working actively in promotion of the company packages. All payments to the associate shall be sent after applicable deductions including the withholding tax. Associate understands that to earn incentives in the packages, Associate is responsible for generating business his/her self. To do this, Associate will personally build his or her Sales team and will contact prospects by phone and in person and attend/conduct local meetings, seminars, road shows, in different regions himself.

**Reimbursement and Additional Incentive Policy**

10. Associates /Channel Partners designated Crown Ambassadors and above (see associate Level at the website), shall be eligible for reimbursement of expenses, including outstation lodging, travelling, petrol, seminar expenses, and expenses incurred in training of customers and other channel partners, calculated and capped @ 100% of their incentive. The same shall be added and paid included in their incentive. To avail the same, the channel partners must keep all his bills and other expenditure statement open to audit at all times for the company personnel to inspect. Discrepancies if any, in the amount payable and actual expenditure incurred, shall be adjusted in the incentives or reimbursed later. However not all Crown Ambassadors are eligible for this policy, the company's decision in this regard is final.
11. For Development of business in new areas, regions, and in foreign Countries, Associates/ Channel Partners shall be eligible for further reimbursement of expenses, including outstation lodging, travelling, petrol, seminar expenses, and expenses incurred in training of new customers and channel partners, calculated and capped @ 100% of their incentive. The same shall also be added and paid included in their incentive. To avail the same, the channel partners must keep all his bills and other expenditure statement open to audit at all times for the company personnel to inspect. Discrepancies if any, in the amount payable and actual expenditure incurred, shall be adjusted in the incentives or reimbursed later. Company's prior approval is required for the same
12. For Social responsibility of the company towards members of the society, above Associates/ Channel Partners shall be eligible for organizing Educational/Training/Awareness Camps in the areas near there working place and expenses incurred in organizing these camps on behalf of the company will be paid on actual basis. To do the same, the channel partners must keep all his bills and other expenditure statement open to audit at all times for the company personnel to inspect. Discrepancies if any, in the amount payable and actual expenditure incurred, shall be adjusted in the incentives or reimbursed later. All of these must be conducted with prior approval from the company.



13. For training of new associates/customers, to enable them to use the company package effectively and/or promote the same, the partners shall conduct training programs in their own capacity using their own funds. The company shall reimburse eligible associates, INR 400 only once per customer who attending such event which shall be towards, refreshments, infrastructure arrangements, etc. This amount may be increased to INR 800 in case the training is done in remote area, neighbouring countries, Kashmir or North East Region where the cost of imparting such event is significantly higher.

**Taxes and Permissions:**

14. Associate is solely responsible for all self-employment taxes and any central, state, local or other taxes that may be due as a result of Associate's business activities. Associate agrees to abide by any national, state, or local laws, rules and regulations pertaining to this Agreement. At Associate's own expense, Associate will make, execute and file all such reports and obtain such licenses as are required by law or public authority with respect to this Agreement.

**Policy/Rate Changes:**

15. The current incentive payout policy can be accessed from the company website. Associate agrees that The Company may, from time to time with a general notice, change the compensation plan, rates, prices and charges, or this Agreement to be applicable to all Associates. If Associate chooses to remain in the program, Associate agrees to abide by those changes. Any such notice shall be deemed to have been given and received as of the day after such notice is posted on the Company web site and/or the day the change is put on the Company's messaging centre, disseminated via email or other mode of mass communication. It is Associates responsibility to stay abreast of developments communicated in this fashion.

**Packages Available:**

16. Different packages are available from the company to be promoted adopting the direct selling marketing strategy. The most updated list of current products/packages can be had from <http://packages.planetdewsoft.com>. Associates undertakes to see and understand the packages and their contents clearly before promoting the same.

**Cross Sponsoring/Cross Recruiting:**

17. Associate understands that cross sponsoring, cross recruiting and cross line jumping are prohibited in The Program and may result in the imposition of penalty, as more fully set forth hereafter, but may include immediate termination of this Agreement.
  - A) "Cross sponsoring" means soliciting an Associate or any closely related person or entity into a downline different from the existing downline for that Associate.
  - B) "Cross recruiting" means soliciting an Associate, except personally sponsored Associates, or a closely related person or entity, into another Network Marketing company.





- C) "Cross line jumping" means an Associate or any closely related person or entity voluntarily taking a Business Centre that is not in the same downline as the one in which the Associate first was enrolled.
- D) A "closely related person or entity" is any person in the household of the Associate (e.g. spouse, son, daughter, parent living in the same household) or any corporation, partnership, limited liability company, trust or other legal entity, which is controlled by the Associate.

**Grievance Redressal Mechanism/ Filing Complaints:**

18. Associate desires to report a violation of this Agreement, must do so by sending an e-mail to the Grievance Cell, or [c.care@planetdewsoft.com](mailto:c.care@planetdewsoft.com) giving comprehensive details of such violation. Alternatively, if the company receives a complaint against any associate, it will give a notice in writing to the concerning associate, seeking explanation, and clarity and all illegalities found shall be dealt severely and in accordance to this agreement. Barring Exceptional Circumstances, All investigations in the Grievance Cell must be concluded within a period of 45 days from date of such complaint.

**Intellectual Proprietary and Copyright:**

19. Associate understands that the Company products, Marketing plan, Associate lists and Official literature are proprietary information and are considered intellectual property of the Company. Associate hereby agrees not to directly or indirectly disclose or use any of said confidential or proprietary information except to specifically promote the Company business in accordance with the provisions of this Agreement. Associate further agrees that this provision shall survive the expiration or termination of this Agreement.

**Multiple Enrollment:**

20. The Company through its packages intends to service individuals, families, businesses and Institutions. If you have more than one users benefiting from the packages, we advise you to buy several packages, as copying and using content material is illegal and violation of copyrights.

**Wrongful Multiple Enrollment in Packages:**

21. The Company does not encourage the purchase of more than one package in order to participate in the Program, or enhance the compensation plan or even to maximize potential compensation. Any Associate who advises potential Associates otherwise is in violation of this Agreement and subject to penalty as set forth herein, including refunding the package amount, or penalty of INR 10000/- Rupees Ten Thousand Only, or both.

**Incentive Calculation:**

22. Associate understands that although Associate may refer other customers into the Program, the packages does not allow Associate to profit from the activity of referring other Associates. Incentives are paid only on ACTUAL SALES that are made by Associate or by other Associates that fall into Associate's Downline. No one has

made any promise or

guarantee that Associate will derive any specific income or profit as an Associate. Associate understands that any income the Associate earns in the packages is determined by Associate's personal activity as a business promoter. Associate understands that incentives shall be paid only to the qualified "selling" Associate and to his or her Downline and Upline. Associate shall not make any income representations except those set forth herein or otherwise specifically set forth in official Company material. Other promotional campaigns, and associated bonuses, gifts, tours if any, are temporary and must be clarified so.

#### **Trademarks and Marketing Materials:**

23. Associate will not use the Company trade names and/or trademarks except to promote the Company business. In all such authorized use, Associate will make clear that Associate is an Independent Distributor and the advertising is the Associate's and not the Company's.

#### **Sale of Business Centre:**

24. In order to maintain the integrity of the Company's sales organization, if an Associate desires to sell a Business Centre, the Associate must first offer it for sale in writing to the Associate immediate up-line from the Business Centre to be sold. If the up-line Associate declines to purchase the Business Centre, the selling Associate is then free to sell the Business Centre to someone else, on the same terms and conditions as was offered to the up-line Associate. All such sales require the completion of a Transfer Form and payment of a transfer fee and must be approved by the Company. Sale of a corporation or other legal entity, which owns a Business Node, is hereby deemed to be the sale of the Business Node and is subject to the provisions above stated.

#### **In-heritability:**

25. The Company package, (excluding any software that may be included as part of the package), and the Business Centre, like any other business or asset an Associate may have, is fully transferable in accordance with the terms of a Will, or, in the absence of a Will, it passes to heirs pursuant to the applicable interstate succession laws. For those Associates whose The Company Business Centre is/are owned by a corporation (or some other type of legal entity), there would be no change in the ownership of the Business Centre upon the death of an owner of that corporation, etc. Ownership of the corporation would change by passing to the heirs, but the corporation would continue to own the packages Business Centre.

#### **Information from Associates:**

26. All registration information provided by an Associate to The Company must be accurate and complete. Associate must update and correct registration information if it changes.

#### **27. E-Wallet and Payment Services**

- a) Associates may deposit payment in advance with the company in their e-wallet and use the same later, online to purchase goods and sell to prospects/customers. All amount in e-wallet can be refunded to the customer by using the online



dashboard, or writing email to [c.care@planetdewsoft.com](mailto:c.care@planetdewsoft.com)

- b) Incentive is paid only after receipt of Bank Details, and Updated KYC of the Associate. All pending Amounts are automatically transferred to the e-wallet of the Associate after a period of 2 years from date of earning the incentive. Please visit incentive policy for comprehensive details.
- c) The associate has to register all his sales online at the company website. All transactions generate a unique transaction ID number. The associate can use available payment options like payment through credit card, debit card, Rupay, NEFT, RTGS etc. Sale of packages to the customer are non refundable after lapse of 72 hours of fee received by the company, or receipt of goods by the customer, provided the package hasn't been used.
- d) Associate shall not receive refunds for paid packages, removed due to violation of this agreement or any other agreement applicable to its use. Unpaid registrations are temporarily suspended after 30 days, and deleted permanently after a period of 45 days from date of registration. This is done to primarily to remove junk registrations.
- e) If any Registration is required to be restored from suspension then an additional restoration fee of INR.750/- may be levied. Restoration of suspended Registrations requires a mail to be sent to [c.care@planetdewsoft.com](mailto:c.care@planetdewsoft.com) notifying the reason for delay, and mode/particular of payment, if it has already been dispatched or expected time for dispatch to prevent cancellation/deletion of the Unique ID. For all your correspondence with the company, please use the respective ID number.
- f) User/Associate agrees to pay INR 500/- fee for returned cheque charge and transfer fees of Rs.1500/- as administrative fee. The Company on its sole discretion may accept or reject anyone's application for the packages.

## 28.Security:

Each Associate must keep all passwords and other secure access information confidential and notify The Company promptly if the Associate believes that the security of an account has been compromised. The Company has taken reasonable steps to protect the security of online transactions. However, The Company cannot and does not warrant such security and will not be liable for any losses or damages resulting from any security breaches.

## Spam/Misuse of System:

29. Associate shall not engage in spamming in order to promote the Associate's business.

"Spam" includes:

- a) Mass mailings akin to junk-mail, either to news groups or electronic mail or unsolicited commercial and/or informational email, including, without limitation, commercial advertising and informational announcements, sent to people not known personally, unless the recipients have expressly asked to receive email announcing packages of this type,
- b) Associate shall not send unsolicited advertisements for the Company packages or otherwise solicit related business by fax in violation of the local Authority Rules.



**Indemnity :**

30. Associate indemnifies and holds The Company harmless against all claims made by any third party, prospect or customer serviced by him, and any related damages and expenses (including reasonable attorney's fees), arising out of or connected with the associate's conduct, the goods or service the associate offers, or any violation of this agreement by associate.

**Limitation of Liability:**

31. The Company will not be liable to any Associate for indirect, incidental, special or consequential damages, such as (but not limited to) loss of profits or business interruption, arising out of or connected to the use of, or inability to use, "the package", related services, products or marketing materials provided to any Associate.

**Voluntary Resignation:**

32. Associate may voluntarily terminate this Agreement by sending written notice at any time for any reason. If Associate terminates this Agreement that Associate shall not be allowed to become an Associate again for a period of six (6) months. If Associate re-joins on-line in violation of this policy then that Associate shall be terminated and Associate shall not be allowed to earn any incentives from the new position.

**Imposition of Penalty:**

33. If Associate breaches any of the provisions of this Agreement, violates any applicable law or regulation or engages in any false, misleading or unfair trade practice, including but not limited to, making misleading income representations or making promises to potential Customers, or other Associates that cannot be kept by Associate, (herein called "Violation") any such Violation is grounds for the imposition of penalty, as more fully set forth hereafter. The Company may suspend Associate, including suspension of incentive earned at the time, pending investigation of any alleged Violation. Associate shall be given notice of the alleged Violation by e-mail, fax or other rapid method of communication and shall have 07 (seven) days thereafter to respond in writing (verbal response will not be considered) to any alleged Violation (s), failing which, the Company can consider the allegations to be true. (It is Associate's responsibility to see that Company receives the response, with supporting documentation, if any, within the seven-day period.) If at the end of the investigation it is determined that Associate is to be penalized, the date of the imposition of the penalty can be, at the Company's option,

- a) the date of the penalty notice,
- b) the date of the notice of the alleged Violation
- c) the date on which suspension, if any, occurred, or
- d) Any other current date.



Incentive/Commission/Discounts earned if any, as of the date of a termination, shall be withheld. Any such penalties shall be deemed to be liquidated damages as payment of

part of the damages suffered by Company for the Violation. Associate can request that any decision to impose a penalty be reviewed and supply any additional material that may bear on the matter in support thereof within seven days after notice of the penalty is given. Company shall then advise Associate of its final decision.

The Company shall have the option of imposing any one or more of the following penalties for Violations:

- a) Disabling of business Centre of Associate
- b) Denial or revocation of any achievement awards otherwise earned
- c) Denial of sales credit for sales that fall into the Downline of a cross-sponsored Associate;
- d) Denial of credit for sales of multiple Business Centres due to falsely representing need for them;
- e) Imposition of a fine in an amount to be determined by the Company; and/or Termination of the Associates Agreement.
- f) If an associate is found guilty of promoting other direct selling companies or their products within the company network, he/they shall be terminated and fined with at least preceding twelve months of incentives earned by them from the company from date of sending the notice by the company.
- g) The company is liable to seek financial and punitive damages, file for defamation case, or take any other judicial recourse against such an offending associate. All expenses borne by the company to pursue such action shall be recoverable from the associate, including all attorney fees, expenses, levies, fines and penalties.

**Jurisdiction Venue:**

34. This Agreement shall be construed and enforced in accordance with the laws of New Delhi without reference legal principles that would cause the law of another jurisdiction to be applied. Causes of action between the parties hereto of any type, whether based on this Agreement, on fraud or any other sort, or grounded in principles of strict liability or statutes of any kind, shall be heard exclusively in a court of competent jurisdiction in New Delhi, INDIA, each party hereby submitting to the jurisdiction of such courts and expressly waiving the right to bring suit in all other courts. In any cause of action the winner shall be entitled to recovery of all court approved attorney fees, court costs and other costs of the action.

**Addresses:**

35. The address for Associate shall be as is maintained in the records of the Company. The address for the company is 305-306 Gagandeep, 12 Rajendra Place, New Delhi, 110008 INDIA. Either may change from time to time.

**Official Languages/Definitions:**



36. The English version of this Agreement, as maintained by The Company, is the official version and shall control over any other language version(s) which may be made available for ease of reference for some Associates. As used in the materials, when the term, "sell/ enroll" and words of similar import are used to describe the sales activities of an Associate, this is an abbreviated reference to the promotional activities of Associate with respect to sales and it is understood that all sales are between the Company and the purchaser, not between the Associate and the purchaser. Likewise, when the term, "recruit" and words of similar import are used to describe the referral and recruiting activities of an Associate, this is an abbreviated reference to the team building activities of Associate and it is understood that the agreement by which one becomes an Associate is between the Company and the recruited Associate and not between the new Associate and the referring Associate.

**Incorporation of Agreements:**

37. If Associate has subscribed to the package, the "User Agreement" and "Terms and Conditions", and "Associate Agreement" are incorporated herein as if fully set forth.

**Entire Agreement:**

38. This Agreement constitutes the entire agreement between the parties on the subject matter hereof, and no other additional promises, representations, guarantees or agreements of any kind shall be valid concerning such subject matter unless in writing and signed by an authorized officer of the company.

