

### 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 it's 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, it's 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.

