

Terms & Conditions

Introduction:

a) www.ayuryuva.com website ("Website") is an Internet based content and e-commerce portal owned and operated by Ayuryuva Direct Selling OPC Private Limited, a company incorporated under the laws of India.

b) Use of the Website is offered to you conditioned on acceptance without modification of all the terms, conditions and notices contained in these Terms, as may be posted on the Website from time to time. www.ayuryuva.com at its sole discretion reserves the right not to accept a user from registering on the Website without assigning any reason thereof.

User Account, Password, and Security:

You will receive a password and account designation upon completing the Website's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify www.ayuryuva.com of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. www.ayuryuva.com cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

Services Offered:

www.ayuryuva.com provides a number of Internet-based services through the Web Site (all such services, collectively, the "Service"). One such service enables users to purchase products of www.ayuryuva.com such as food supplements, personal care products, food & beverages, skin care products, etc., (collectively, "Products"). Upon placing order, www.ayuryuva.com shall ship the product to you and be entitled to its payment for the Services.

Limited Users:

The User agrees and undertakes not to reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any

information or software obtained from the Website. Limited reproduction and copying of the content of the Website is permitted provided that www.ayuryuva.com name is stated as the source and prior written permission of www.ayuryuva.com is sought. For the removal of doubt, it is clarified that unlimited or wholesale reproduction, copying of the content for commercial or non-commercial purposes and unwarranted modification of data and information within the content of the Website is not permitted.

AYURYUVA DIRECT SELLING OPC PRIVATE LIMITED, a company incorporated under the Companies Act, 2013 and having its Registered Office in Bangalore, hereinafter referred to as "the Company" or "Ayuryuva" or "we" which ever is appropriate. The Company is inter-alia into the business of Direct Selling of various products such as Consumer Durables, Cosmetics, Health Products, etc., The Company exclusively uses website to display the details of the products, marketing methods, business monitoring, while uses the word of mouth publicity to promote and create awareness about the company and its products.

The Company does appoint freelance Independent Distributors across the country for marketing and sale of products. Interested individuals/body corporates can order the products upon they being satisfied with the quality and services they can become a freelance Independent Distributor (herein after may be referred as "Distributor") of the company, if they wish to by applying for the same in the prescribed form and thereby accepting the Terms and Conditions mentioned. AYURYUVA doesn't collect any Registration Charges and are absolutely FREE AND EASY to get enrolled as Customer/Registered Distributor.

Before filling the application form, the intending Distributor is advised to go through the terms and conditions mentioned herein below thoroughly along with those mentioned in the official website of the company during placing an online order and subject to such terms and conditions shall append their signature by way of marking tick in the column provided as a token of their acceptance of the terms and conditions mentioned therein.

I. Definitions

The following words used in these presents shall have the meaning as defined hereunder; a. Company – Means Ayuryuva Direct Selling Opc Private Limited.

b. Consumer – Consumer means and includes individuals/body corporate (including Partnership Firms) who purchases products from the Company.

c. Independent Distributor - Independent Distributor is the individual person/body corporate (including Company/Partner Ship firm, proprietary concern) who is competent to enter into contract as per the Indian Contract Act provided, such interested person has purchased products from the Company and opted to Participate in Business opportunity.

d. He - Shall mean and include male, female, and body corporate, partnership firm who applies for the Distributorship of the Company.

e. Product - Shall mean and include all the products marketed by the Company from time to time.

f. Manufacturer - Means and include Manufacturers of the products marketed and sold by the Company from time to time.

g. MRP - Means and includes Maximum Retail Price printed over the price tag appended to the products.

h. Facilitation Fee - Facilitation Fee is the amount/income an Independent Distributor may earn by marketing/referring the products of the Company.

j. Unique ID - Means unique identification number issued by the Company to the Consumer/Independent Distributor and is issued to Independent Distributor as a token of acceptance of his application seeking for distributorship for the products of the Company.

k. Password - Password means, unique code allotted to each of the Consumer/Independent Distributor to allow them to log on to the website of the Company.

l. Website Means website of the Company www.ayuryuva.com, or any official website. communicated through official communication channels of the company. Ayuryuva has developed business brands within itself, each of which is a separate business identity in itself - AYURYUVA – Direct Selling Business Opportunity (www.ayuryuva.com) – Product Development, Retailing and Distribution (www.ayuryuva.com)

II. THE APPOINTMENT AND UNDERSTANDING

a. The Company upon scrutiny and verification of the Application may consider the Applicant as an "Independent Distributor" for the products marketed by the Company. Independent Distributor shall enjoy the following privileges after such recognition.

i. No territorial restriction to market the products, but limited to India.

- ii. Company shall maintain sales account of the Independent Distributor and shall be made available for viewing through their website.
 - iii. An Unique ID and password shall be awarded to facilitate viewing of their respective business account.
 - iv. There shall be no specific targets; however earnings shall be in proportion to the volume of sales done by the Independent Distributor by self or through team as stipulated.
 - v. Distributorship may be awarded as a privileged consumer with no deposit, but subject to accepting terms and other conditions.
 - vi. Distributorship is awarded without any commitment/or promise from the company in terms of possible earning potentials.
- b. The Independent Distributor, upon appending his signature by way of marking tick wherever asking to read the Terms and Conditions and to confirm and upon confirming through online in the company's official website, shall be deemed to have accepted the Distributorship as independent distributor and hereby covenants as under;
- i. That he has clearly understood the Business Opportunity, marketing program, the compensation plan, its limitations and conditions and, he is not relying upon any representation or promises that is not set out in this term and conditions or other officially printed or published materials of the company.
 - ii. Shall act as an independent body and shall not commit any misfeasance or malfeasance to create any liability/obligation over the company of whatsoever nature.
 - iii. An Independent Distributor is not an Agent/Employee or any other Legal representative of the company or its service providers.
 - iv. He has attained the age of majority and is competent to enter into a contract as provided in the "INDIAN CONTRACT ACT". Necessary proof thereof shall be submitted as and when required by the Company.
 - v. Independent Distributor hereby undertake not to accept cash from any new consumer introduced by him for buying the products and discourage his team members from accepting cash from any buyers or from other Distributors.

III. GENERAL TERMS

- I. The company under no circumstances will accept payment in cash for product Sales.
- II. The company may appoint any Third Party for Collection/distribution services. Independent

Distributor is required to visit the company's official website from time to time to know such an appointment and avail facilities such as walk in to their outlets and make Payment and collect a valid receipt and products from them.

III. The Products can be ordered online through our website and the payment in the form of demand draft favouring "AYURYUVA DIRECT SELLING OPC PRIVATE LIMITED", Payable at Bangalore, has to be sent / submitted at our authorized outlets, against which the product/s ordered will be delivered to the purchaser/authorized person.

If the payment has been done through Credit Card/Debit Card using payment gateway process or through Terminal Swiping machine, the same or the front side photo copy of the 'same has to be presented with the ID proof, at the time of product delivery, by the purchaser either while collecting the product from the delivery outlet or while product getting delivered at the purchaser's delivery address. The Product can also be purchased through E-Wallet.

iv. All consumers/Independent Distributors before ordering online or making the payment are advised to physically look and feel the products that are available for demo/display at our locations, as such the images shown in the company's website / printed materials or through, any other mode by the company is only for reference and the actual product may vary.

v. Neither it is compulsory nor mandatory to participate in the business plan of AYURYUVA and Purchasers who wish not to join the business can opt to do so by checking the "Free & Optional Business option' box during registration process.

You will however, need to provide the direct / enroller details (without which products can't be purchased as such Company take every possible steps to make the purchaser understand about the company, products, policies, etc., and also to make ensure that the purchaser is properly guided to buy AYURYUVA products or before entering in to AYURYUVA Business Opportunity) and such purchaser will be termed as "Consumer".

vi. Independent distributors may refer new customers through 'Customer Registration Process'. However, these customers will not exist in the Business Opportunity system (genealogy/distributor) network. The customers will buy products of their choice at the given MRP Price; respective BVs will be accounted as self-BVs of their introducing distributor.

The consumer is not entitled for any Facilitation Income or monetary benefits from the company, but they will have all rights as a consumer and privileges being a registered consumer.

vii. A consumer who has purchased the products from AYURYUVA, can choose to join the business opportunity free of cost, which he can do so by confirming from his Business centre login (where in access will be provided for 30 days, within which they need to confirm and beyond that he/she needs to contact the company's customer care department with all his/her purchase information to re-activate his business centre, so as to understand whether the

consumer has got the required information about the company, before entering in to a Business Opportunity).

viii. The Independent Distributor will be eligible towards facilitation fees or income, as per the volume of sale of products/ business done by him, subject to the eligibility norms formulated by the company from time to time. The company does not guarantee/assure any facilitation fees or income to the distributor on account of becoming just a mere "distributor" of the Company.

ix. Unique ID has to be quoted by the distributor in all his transactions and correspondence with the company. The Unique ID once chosen cannot be altered at any point of time.

x. No communication will be entertained without unique ID and basic information, if he is contacting company other than logging in online. Distributor shall preserve the ID properly as it is before logging on to website. xi. TDS and any other applicable charges will be deducted by the Company as per the prevailing norms at the time of making payment.

xii. Those Distributors who are not achieving their minimum monthly purchase and Renewal obligation for last 12 month, the said Distributorship will be Terminated/blocked.

xiii. Independent Distributor Undertake to adhere to policies, procedures, rules & regulations formed by the company.

xiv. The distributor shall be faithful to the company and its co-distributors and shall uphold the integrity and decorum of the company and shall maintain good relations with other distributors and other clients. The Distributor understands that, the company shall be at liberty to accept or reject his application to become a distributor.

xv. The Company reserves its right to modify the terms and condition, products, plans, business and policies with/without giving prior notice. Such notice may be published through the official website of the company, and any such modification/amendment shall be applicable and binding upon the Distributor from the date of such publication. xvi. The Company does not collect any membership charges or Registration Fees.

IV. PRICES / PAYMENT

a. The Updated Products and their Price lists are available on the company's official website and the amount to be paid (only after complete satisfaction with the description/ features available on the website and if possible, the physical verification of the product can be had by the purchaser by visiting our authorized outlets) by way of Bank Demand Draft favoring "AYURYUVA DIRECT SELLING OPC PRIVATE LIMITED" payable at "BANGALORE" or through online payment

gateway or swiping machine option or E-Wallet while placing the order.

b. It is mutually agreed between the parties that the Consumer/Independent Distributor if satisfied about the product package ensure that the amount towards such product should reach the company's branch/authorized outlets within 30 days from the date of ordering the same online.

In case the Product Purchaser fails to make payment within the aforesaid 30 days period to the company, it is up to the company's discretion either to accept the payment on the norms prevailing at that point of time or that this Agreement stands terminated and will be deemed as null and void.

c. It is mutually agreed between the parties hereto, that the company is at liberty to change / modify the quantum of product cost payable under this Agreement in future or provide for additional Product / Services at such additional cost as may be determined by the company.

d. The company offers 30 days money back guarantee, from the date of receipt of payment, in case of unsatisfied with the product, provided its in unused condition and as per Returns Policy.

e. The product rates and specification is also subject to change and may vary from time to time.

f. The company will not be responsible for any loss or damages if caused due to any technical error in the web links provided in the website, payment gateway, typographical errors etc.

V. PROHIBITIONS

i. Distributor 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. Please refer to code of conduct of our Distributor Policies and Procedures for complete details.

ii. Once a distributorship is terminated, he cannot enter into any of the company premises/meeting locations and his facilitation fee/ his name would be removed and he would not be entitled to receiving any fees going forward immediately.

iii. The distributor hereby undertakes not to compel or induce or mislead any person with any false statement/promise to purchase products from the company or to become distributor of the company.

VI. DUTY AND CONFIDENTIALITY

Parties shall maintain confidentiality with respect to company's information including but not limited to company's policies, product details, facilitation fees etc., save and except to the extent that is required for furthering sale of products;

VII. SPECIAL CONDITIONS

Notwithstanding anything stated or provided herein, the company reserves its right to modify, alter or vary the terms and condition in any manner whatsoever they think fit and shall be communicated through official website or other mode as the company may deem fit and proper. Differences if any on such amendment shall be expressed/intimated in writing to the company within 7 days from the date of such amendment. In the absence of receipt of written objection, if any within such stipulated period, all such amendments to the agreement shall be considered as carried with the consent and thereafter any objection/difference shall be considered as waived/surrendered unconditionally.

VIII. TERMINATION

The Company reserves its rights to terminate the Distributorship for any reason not limited to the breach of terms as stipulated herein.

IX. 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 other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity.

X. RECOURSE AND LEGAL APPLICABILITY

i. The terms and conditions stipulated in the forgoing paragraphs shall be governed in accordance with the laws in force in India. Disputes, if any, shall be subject to the exclusive jurisdiction of the courts in Chennai.

ii. If any dispute or difference arising out of or in relation to these presents, the same shall be referred to a sole arbitrator appointed by the Company. Arbitration in such event shall be conducted as per the "Arbitration and conciliation Act, 1996" as amended from time to time. Venue of such Arbitration shall be Chennai and Language shall be English.

Declaration/Affirmation Solemnly affirm and declare as follows:

1. That I have read and understood the terms and conditions for 'Independent Distributorship ' of the Company.
2. I have also gone through the company official website, printed materials, brochures and convinced about the business and I have applied for the Distributorship on my own volition.
3. I declare that I have not been given any assurance or promise by the company or by its distributors as to any income on account of the product purchase made by me. However I am made to understand that I will be eligible for income/facilitation fees depending upon the volume of business done by me, as per terms and the Company reserves the right to change the Business Plan at any point of time.
4. I undertake not to misguide or induce any one I shall not misguide anyone and appraise them the terms and conditions for any one to become a distributor to join the company.
5. 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 distributorship business.
6. I hereby agree to submit all disputes to arbitration as provided in the terms and conditions of the company.

User Conduct and Rules: You agree and undertake to use the website and the services only to post and upload messages and material that are proper. By way of example, and not as a limitation, you agree and undertake that when using a service, you will not:

- a) Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others;
- b) Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;

- c) Upload files that contain software or other material protected by intellectual property laws unless you own or control the rights thereto or have received all necessary consents;
- d) Upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Website or another's computer;
- e) Conduct or forward surveys, contests, pyramid schemes or chain letters;
- f) Download any file posted by another user of a Service that you know, or reasonably should know, cannot be legally distributed in such manner;
- g) Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- h) Violate any code of conduct or other guidelines, which may be applicable for or to any particular Service;
- i) Violate any applicable laws or regulations for the time being in force in or outside India; and
- j) Violate any of the terms and conditions of this Agreement or any other terms and conditions for the use of the Website contained elsewhere herein.

User Warranty and Representation:

The user guarantees, warrants, and certifies that you are the owner of the content which you submit or otherwise authorized to use the content and that the content does not infringe upon the property rights, intellectual property rights or other rights of others. You further warrant that to your knowledge, no action, suit, proceeding, or investigation has been instituted or threatened relating to any content, including trademark, trade name service mark, and copyright formerly or currently used by you in connection with the services rendered by www.ayuryuva.com.

Exactness of Products:

While www.ayuryuva.com strives to ensure the quality of any products, services, information, or any other materials purchased or obtained by you through the website, there may be very few instances where these may not meet your expectations. In such instances, replacement of products or refund of the amount paid will be as per our product return policy.

Intellectual Property Rights:

a) Unless otherwise indicated or anything contained to the contrary or any proprietary material owned by a third party and so expressly mentioned, www.ayuryuva.com owns all Intellectual Property Rights to and into the Website, including, without limitation, any and all rights, title and interest in and to copyright, related rights, patents, utility models, trademarks, trade names, service marks, designs, know-how, trade secrets and inventions (whether patentable or not), goodwill, source code, meta tags, databases, text, content, graphics, icons, and hyperlinks. You acknowledge and agree that you shall not use, reproduce or distribute any content from the Website belonging to www.ayuryuva.com without obtaining authorization from www.ayuryuva.com.

b) Notwithstanding the foregoing, it is expressly clarified that you will retain ownership and shall solely be responsible for any content that you provide or upload when using any Service, including any text, data, information, images, photographs, music, sound, video or any other material which you may upload, transmit or store when making use of our various Service. However, with regard to the product customization Service (as against other Services like blogs and forums) you expressly agree that by uploading and posting content on to the Website for public viewing and reproduction/use of your content by third party users, you accept the User whereby you grant a non-exclusive license for the use of the same.

Links to Third Party Sites:

The Website may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of www.ayuryuva.com or the Website and www.ayuryuva.com is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. www.ayuryuva.com is not responsible for any form of transmission, whatsoever, received by you from any linked site. www.ayuryuva.com is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement of the linked sites by www.ayuryuva.com or any association with its operators or owners including the legal heirs or assigns thereof. The users are requested to verify the accuracy of all information on their own before undertaking any reliance on such information.

Disclaimer of Warranties/Limitation of Liability:

www.ayuryuva.com has endeavoured to ensure that all the information on the website is correct, but www.ayuryuva.com neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data, information, product or service. In no event shall www.ayuryuva.com be liable for any direct, indirect, punitive, incidental, special, consequential damages or (a) the use any or other the inability damages to resulting use the from: services; (b)

unauthorized access to or alteration of the user's transmissions or data; (c) any other matter relating to the services; 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 website or service. Neither shall www.ayuryuva.com be responsible for the delay or inability to use the website or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the website, or otherwise arising out of the use of the website, whether based on contract, tort, negligence, strict liability or otherwise. Further, www.ayuryuva.com shall not be held responsible for nonavailability of the website during periodic maintenance operations or any unplanned suspension of access to the website that may occur due to technical reasons or for any reason beyond Ayuryuva's control. The user understands and agrees that any material and/or data downloaded or otherwise obtained through the website is done entirely at their own discretion and risk and they will be solely responsible for any damage to their computer systems or loss of data that results from the download of such material and/or data.

Indemnification:

You agree to indemnify, defend and hold harmless www.ayuryuva.com from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by www.ayuryuva.com that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by you pursuant to these terms.

Pricing:

Prices for products are described on our Website and are incorporated into these Terms by reference. All prices are in Indian rupees. Prices, products and Services may change at Ayuryuva's discretion.

Shipping:

Title and risk of loss for all products ordered by you shall pass on to you upon shipment to the shipping carrier.

Termination:

a) www.ayuryuva.com may suspend or terminate your use of the Website or any Service if it

believes, in its sole and absolute discretion that you have breached one or more of these Terms. b) If you or www.ayuryuva.com terminates your use of the Website or any Service, www.ayuryuva.com may delete any content or other materials relating to your use of the Service and www.ayuryuva.com will have no liability to you or any third party for doing so. c) You shall be liable to pay for any Service or product that you have already ordered till the time of Termination by either party whatsoever. Further, you shall be entitled to your royalty payments as per the User License Agreement that has or is legally deemed accrued to you.

Governing Law:

These terms shall be governed by and constructed in accordance with the laws of India without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of the courts at Bangalore.

Headings:

The headings and subheadings herein are included for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of the Terms or the right to use the Website by you contained herein or any other section or pages of the website or any linked sites in any manner whatsoever.

Severability:

If any provision of the Terms is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of these Terms shall continue to be in full force and effect.

Report Abuse:

As per these Terms, users are solely responsible for every material or content uploaded on to the Website. www.ayuryuva.com does not review the contents in any way before they appear on the Website. www.ayuryuva.com does not verify, endorse or otherwise vouch for the contents of any user or any content generally posted or uploaded on to the website. Users can be held legally liable for their contents and may be held legally accountable if their contents or material include, for example, defamatory comments or material protected by copyright, trademark, etc. If you come across any abuse or violation of these Terms, please report to contact @teamayuryuva@gmail.com

