

AGREEMENT FORM



TERMS AND CONDITIONS FOR DIRECT SELLER

Registered Office- C/O Sankirtan Patel, village - Loharindipa p/o Lambar, block basna, district mahasamund, state - Chhattisgarh, pin code- 493558

Head office - Saraipali, (in front of hp gas office paterapali) district- mahasamund , state Chhattisgarh, pin code - 493558 ,contact no. 8269787676

This agreement is made on _____ by and between ASR ONLINE MARKETING PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act,2013 and having its registered office at C/O Sankirtan Patel, village Loharindipa , p/o Lambar, block basna, district- mahasamund , state - Chhattisgarh, pin code- 493558(the "company") and _____ a company/individual, having office at (Address _____) (THE "DIRECT SELLER").

These terms and conditions are construed in accordance with of Model guideline on direct selling issued by the government of India, ministry of consumer affairs ,food and public distribution Department of Consumer affairs { F. No. J-10/9/2018-CPU} NEW DELHI the 28th December 2021 and supersedes any prior Terms and conditions, discussions or agreements between company and direct seller.

The applicant intending to become direct seller shall go through these terms and conditions and if he / she agrees and accept these, he/she shall append his signature in the column provided here under as token of his/her acceptance. Choosing the sponsoring and consent to join the group is exclusive decision of applicant. There is no role are any suggestion of the company in taking such decision by the applicant .further there is no any charge for becoming a direct seller of the company .the company exclusively uses its website to display the detail of the products ,marketing method/plan, sales incentives and business monitoring etc. Now "therefore" in consideration of the mutual promises contained herein the parties agree as follows : -

DEFINITIONS : -

As used here in, the following terms shall have the meaning set forth below : -

- A. "product" shall mean the company's product to be sold by direct seller and such product as may be communicated by the company in writing to the direct seller from time to time.
- B. "services "shall mean the company's services to be sold by direct seller and such services as may be communicated by the company in writing to the direct seller from time to time.
- C. "Territory" shall be allocated during time of engagement by the company in writing to the direct seller any change in "territory" shall be communicated by the company in writing to the direct seller from time to time.
- D. "Direct seller" means a person authorized by a direct selling entity through a legally enforceable written contract to undertake direct selling business on principal basis ;
- E. "direct selling entity" means the principal entity which sells or offers to sell goods or services through direct seller, but does not include an entity which is engaged in a Pyramid Scheme or money circulation scheme;
- F. "cooling –off period" means a period of time given to a participant to cancel the agreement he has entered into for participating in the direct selling business without resulting in any breach of contract or levy of penalty;
- G. "Website" means the official website of the company i.e.www.Asronline.in or any other website, which the company may notify time to time.
- H. " prospect" means a person to whom an offer or a proposal is made by a direct seller to join a direct selling entity;
- I. "saleable" in relation to goods or services, means unused and marketable goods or services which have not expired, and which are not seasonal, discontinued or used for special promotion;

ASSOCIATION : -

Company hereby Associates with direct seller as it's a non-exclusive direct seller for the services and/or product in the territory and a direct seller hereby accepts such associations. Direct sellers sole authority shall be to solicit customers for the services and/or product in the territory in accordance with the terms of this agreement. Direct seller shall not have the authority to make any commitment whatsoever on behalf of company.

INDEPENDENT DIRECT SELLER

You may join the growing network of ASR online marketing private limited. Direct seller is not an employee of the company and shall not be entitled to a nyemployees .it is made and understood in very clear term

that direct seller is not an agent, employee nor an authorized representative of the company or its service providers.

You may become our direct seller and start your own business without any registration fee as it's free business opportunity. You just need an introducer, someone who is already in the direct seller network of ASR ONLINE MARKETING PRIVATE LIMITED.

As an independent direct seller. You can purchase the product at the DP (which is less than mrp) from the company and agree to pay fully all transactions without need of de mond for it. In addition only you will get commission bonus, royalty on business value of the marketing plan.

You are an independent person. You will comply with all central, state, local laws, taxes and license etc. You must present the products in truthful honest manner and all sales to you be on principle to principle basis. You can not sale the product for a price exceeding the maximum retail price .it brings unprecedented opportunities to those who wish to have an independent business without much risk and capital investmen

OBLIGATIONS OF DIRECT SELLER-

1. Every direct seller shall-

(a) have a prior written contract with the direct selling entity for undertaking sale of ,or offere to sell, any goods are services of such entity;

(b). At the the initiation of any sale representation, truthfully and clearly identify himself, disclose the identity of the direct selling entity; the address of place of business, the nature of goods or services sold and the purpose of such solicitations to the prospect;

(c). Make an affair to the prospect providing accurate and complete information, demonstration of goods and services, prices, credit terms, terms of payment,return, exchange,refund policy, return policy,term of guarantee and after Sale Service;

(d). Provide an order form to the consumer at or prior to the time of the initial sale, which shall identify the direct selling entity and the direct seller and shall contain the name,address,registration number or enrollment number, identity proof and contact number of the direct seller, complete descriptions of the the goods or services to be supplied,the country of origin of the goods,the order date, the total amount to be paid by the consumer, the time and place for inspection of the sample and the delivery of goods, consumer rights to cancel the order or to return the product in saleable condition and avail full refund on sums paid and a complete detail regarding the complaint redressal mechanism of the direct selling entity;

(e). Ensure that actual product delivered to the buyer matches with the description of the product given;

(f) . Take appropriate steps to ensure the protection of all sensitive personal information provided by the consumer in accordance with the applicable laws for the time being in force and ensure adequate safeguards to prevent access to, or misuse of,data by unauthorized person.

2. A direct seller shall not:-

A visit a consumers premises without identity card and prior appointment or approval;

B. Provide any literature to a prospect, which has not been approved by the direct selling entity;

C . Require a prospect to purchase any literature or sales demonstration equipment;

D. In pursuance of a sale, make any claim that is not consistent with claims authorized the by the direct selling entity;

TERM AND CONDITION FOR DIRECT SELLER

There is no compulsion for anyone to become direct seller or to purchase a ASR online marketing products.ASR online marketing provides direct seller a unique independent distributorship (ID) number (login ID)/password free of cost to person who wishes to become direct seller. Upon fulfilling terms and condition of the company.

BASIS OF COMMISSION-

Incentive /bonus/ royalty for effecting sale of goods /products /service of the company as per marketing plan.

PAYMENT SYSTEM

All the payment process by the company will be done in the account itself. Under special circumstances cash payment can be considered.

PROMOTION OF PRODUCT

Direct seller shall use his/her best effort to promote the sale of goods and services and maximize them. Direct seller shall also provide reasonable assistance to company in promotional activities .direct seller shall offer

accurate and complete explanations and demonstrations of goods and services ,price, payment term and condition etc. Of the rule on direct selling issued by the government of india, ministry of consumer affairs, food and public distribution department of consumer affairs { F. No. J- 10/9/2018-CPU} NEW DELHI the 28th December 2021

COLLING OFF PERIOD

1..the direct seller shall be entitled to a colling off period of 30 days from the date of acceptance of this term and condition without any punishable clause.

2..no territorial retractions to sell the goods product in India .

3..the direct seller shall have the option to return the currently marketable goods purchased by him/her within 30 days from the date of the Purchase .such return shall be governed by the return policy published on the web site of the company. 4..direct seller shall be sole responsible for all the arrangements ,expenses, permissions from local authorities complying with rules of Central Government, State Government, local body or any other government body for the meetings and seminars or any other events conducted by the direct seller.

RECORDS

A register will be maintained by the company to keep information about the direct seller, in which information about their direct seller will be kept including their address, ID, joining date and other information. Terminations the company reserves the right to terminate the agreement made with the direct seller at any time without giving any kind of notice. The agreement can be terminated even if the direct seller performs any of the following actions

- Where a direct seller is found to have made no purchase by himself or herself our products and service for a period of three months since the date of joining the direct seller ship.
- Where there is no purchase by himself or herself our products or service for a continuous period of six months since the date of the last purchase made.
- When the direct seller is not following the term and condition of the company.
- When any information is inaccurate, flawed, confused or misleading by the direct seller.
- When a direct seller requests the company to terminate.
- When a direct seller takes foreign citizenship.

CUSTOMERS COMPLAINTS : -

If a customer makes any kind of complaint regarding the product service of the company, then the direct seller has to send the complaint of the customer to the company as soon as possible in writing or orally, if the information does not reach the company, then the entire responsibility will be the direct seller.

USE OF MARKETING MATERIAL WITH PRIOR PERMISSION :

A person uses the company's logo, product logo, any advertising plan or any other document, then they have to take a written approval from the company.

AFTER THE TERMINATION : -

After the direct term agreement is terminated by any direct seller, the direct seller cannot become a product, service employee partner of the next 12 great companies and cannot participate in various activities of the company, Cannot directly or indirectly.

PRODUCT

The product available on the website are posted and obtained through the numerous well-reputed vendors and the distribution. The image, descriptions, features and the technical specifications described on each product may not be percent accurate. If your product description, mismatches your actual search or necessity.ASR online marketing private limited aid to solve your stress by asking you to " return your product in an unused condition" as per applicable time frame mentioned in your return policy.

PRICE AND TERM OF SALE-

Any detect seller will be provided by the company at a price less than the product MRP. The DP rate has been set by the company for each product .No direct seller can sell a product at a price higher than the maximum retail price .the business value (BV)of each product will be determined by the company .based on which incentive (bonus ,royalty) distribution will be done to the direct seller. The MRP,DP and BV of each product in our site will be

determined our company will market its own product as well as other company product so that we will be able to reach the customers with the best products.

COLLECTION-

- Full responsibility for collection of payment from customers rests with direct seller.
- Full responsibility for collection of product from company rests with direct seller.
- Delivery of any product will be done when a direct seller, customer will pay the delivery charge separately.
- Delivery of any product will be within 90 day

BUY BACK OR REPURCHASE RULE-

Company will buy back or purchase the goods or service sold by direct seller within 30 days from the date of delivery of service or product by the consumer at the written request of direct seller on justifiable ground. When ever there is a request from a direct seller for honouring the company satisfy cation guaranty the ASR ONLINE MARKETING PRIVATE LIMITED consultant shall offer to the direct seller choice of...

- Full refund of the purchase price paid.
- Exchange with the same or another product of equivalent value.

PRODUCT RETURN PROCEDURES-

The company will accept return of products along with relevant direct seller order, receipt, product return form and related invoice within 30 days of its purchase. Any product is refunded only if the packing of the product is not broken or cracked.

If the return of the product is done by the direct seller and is accepted then within 30 days the refund of the product will be paid to the account of the direct seller.

Even if a direct seller purchases a product from the company site and pay the company the amount of the product purchased the company reserve the right to cancel the product purchase and return the amount.

WEBSITE POLICY

1..NO WARRANTIES - this website is for your general information and use only. It is subject to change from time to time without any prior notice. Neither we nor any third parties provide any warranty or guarantee of this website. You expressly agree that your use of this website is at your sole risk. ASR ONLINE MARKETING PRIVATE LIMITED does not warrant that :-

- A. It's server or email sent from Asr online marketing private limited are free of virus or other Harmful components.
- B. This website will be constantly available or available at all.
- C. The information on this website is complete true, accurate or none misleading.
- D.

Limitation of liability :-

ASR online marketing private limited will not be liable for any damages and loss of any kind arising from the use of the website, including but not limited to direct, indirect incidental punitive and consequential damages.

WEBSITE IDENTIFIERS :-

It is your responsibility to safeguard the password you use to access the site and to promptly advise ASR ONLINE MARKETING PRIVATE WEBSITE IDENTIFIERS :- It is your responsibility to safeguard the password you use to access the site and to promptly advise ASR ONLINE MARKETING PRIVATE LIMITED .if you ever suspect that your password has been compromised .your identification number and password are specific to you. You acknowledge sole responsibility for any and all use of your website conducted with your identification number and password. You ever suspect that your password has been compromised. Your identification number and password are specific to you. You acknowledge sole responsibility for any and all use of your website conducted with your identification number and password.

GOVERNING LAW AND JURISDICTION :-

This agreement shall be governed by and construed in accordance with the laws of the republic of India and court having territorial jurisdiction over the project shall have jurisdiction over all matters relating to or arising out of this

agreement. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the competent court of law at saraipali district mahasamund state Chhattisgarh .

REDRESSAL OF GRIEVANCES : -

A committee has been set up with the company to resolve the complaint and the problem with whom application can be made in writing or through the website. The problem will be heard by the prevention committee within 30 days from the date of receipt of the application .if the direct seller has a problem with the company's product service plan or any other reasons, you can make a complaint by writing your full address and complaint or by visiting the websit

DECLARATION

- A. I declare that I have completed 18 years.
- B. I have carefully studied the business plan of the company and I have also understood it.
- C. I have knowledge about MLM business system and also about the plans terms and conditions ,rule and regulations of the company .I have been explained by explaining the agreement of the company in the local language .I understand and I agree to join.
- D. I will not oversell nor false promises or hopes to my prospective customers and downline .
- E. I declare not to misguide or induce dishonesty any body to join the company.
- F. I have been explained the risk factors and have gone through the relevant documents.
- G. I know that my bonus or royalty will be based on the business plan of the company according to my performance I.e. Business value. If I fail to trade and my bonus or royalty is low then I will not hold the company accountable ,full responsibility will be mine.
- H. I further agree that company reserves the right to change the business plan at any point of time without any prior notice.
- I. I declare that I have not been given any promise by the company are its directors in regard to any fixed income incentive, bonus, royalty, prize or benefit on account of the products purchased by me.
- J. I have also gone through the company website and I have applied to appoint me as a direct seller on my own volition.
- K. I agree to purchase a product useful to me based on the business plan of the company.
- L. I declare that the defects have not been proved or bankrupt during the last 5 years
- M. I declare that I'm not a dirty person

I have been told or read this agreement .I agree to become a direct seller at my discretion .I also believe that the information given by me at the time of registration in the company website is true

Date.....

Place.....

Signature

Signature

Wetness name.....

Name of applicant

Address.....

Address.....