



## Terms & Conditions

Date

The applicant is submitting this application to AMZ MARKETING PRIVATE LIMITED for their consideration and declares that he/she has attained the age of 18 years prior to this application and is lawfully competent to apply and make agreement with the company.

1. The applicant understands that the company reserves the rights to accept or decline this application without assigning any reasons. Upon acceptance of the application by the company, the applicant authorizes the company to store and use any data or information, at present or in future relating to the applicant in any lawful manner as they deem fit.
2. This agreement becomes operative and effective from the date of acceptance by the company after the first payment is made by the applicant. The agreement is valid for one year from the date of payment and shall be renewed automatically if the applicant continues working with the company.
3. The applicant has also understood that to activate his free registered AMAZING ID he/she will have to purchase a Product Package from AMZ MARKETING PRIVATE LIMITED.
4. The applicant has further understood that he/she can pay by cash / by debit card / by credit card / by net banking / by D.D. to purchase products. Products & bills (hard copy or soft copy) will be handed over to him from the stock point of the company only after payment confirmation.
5. The applicant knows that whatever amount he/she has paid, he/she has paid for purchasing products and services from the company only.
6. The applicant is aware that he/she is only a Distributor of the company and not an employee, agent or legal representative of the company and hence he/she is not entitled to any other benefits that may be available for employees or agents or legal representative of the company. He/she also confirms that he/she shall not solicit or sponsor any employee of the company as a Distributor.
7. The applicant is fully aware that his/her income will be on the basis of sale made by him and/or by his/her Team as per the business strategy of the company. Further the applicant agrees to make personal purchase of the company's products to certain stipulations as decided by the company to qualify for obtaining his/her eligible incentives. The purchase and sale of products will always be in accordance with the business strategy provided by the company.
8. In order to strengthen the marketing system and/or to comply with the regulations/guidelines issued by the Govt. of India or any of its concerned authorities or to comply with the requirements in applicable law, the company is entitled to alter, modify, amend or change its business strategy, rules and regulations, products choice and/or its Income Plan from time to time as/when may require and the applicant agrees to be bound by the same.
9. The applicant shall not perform any functions and duties as Distributor which are detrimental to the interests of the company and will not violate or contravene any statutory provision enactments by law or statutory regulations of country's laws.
10. The applicant shall hold the company harmless and indemnified from any actions, claims, demands and proceeding in the event of any breach of terms made herein. If in the knowledge of the company, any such breach is found to have been caused in any manner that is harmful to the company, the company will have the right to terminate the Distributorship without giving him/her any compensation.
11. The company may cancel the Distributorship without any notice in the circumstance herein explained, or under such other circumstance which will be against the interests of the company (a) If the Distributor undertakes, conducts or performs other similar activities (b) If the Distributor is found to exhibit or extend support directly or indirectly to any other similar Business Strategy oriented company's activities (c) If any Distributor is engaging in supporting or involving in any activities such as institutional speeches or any other such activity that goes against the interest of the customers or other Distributors and which will be detrimental to the welfare, reputation, image or the business growth of the company (d) If the Distributor is found cross sponsoring or cross recruiting Distributors by any mode or method that will damage the sale and growth of other Distributors.
12. The applicant confirms that he/she shall not introduce, sell any products or services that are not approved by the company and also not resell the company's products lower than the price fixed by the company. Re-packing or Tampering of any of the company's product is not permitted in any manner.
13. The applicant is aware that as a Distributor he/she can use company's official brochures and literature in representing AMZ MARKETING PRIVATE LIMITED only and also agrees to use the promotional materials of the company for the purposes for which the company has provided them and will not reproduce, reprint or otherwise make use of it and/or its contents/themes partially or fully or in any other way that may mislead, misinterpret in any manner which will go against the interests of the company.
14. To discontinue the Distributorship of AMZ MARKETING PRIVATE LIMITED the Distributor may submit his/her resignation in writing specifying the reasons to AMZ MARKETING PRIVATE LIMITED Asansol. Upon resignation the Distributor is not entitled to seek any refund or costs whatsoever.
15. The applicant is aware that as a Distributor of AMZ MARKETING PRIVATE LIMITED he/she will have to attend the business seminars and understand the terms and conditions, nature of business and its products.
16. Before enrolling new customers all existing Distributors should obtain the Self-declaration Form from him/her. Understanding the products and the business offered by AMZ MARKETING PRIVATE LIMITED and also understanding the profitability of the Business thoroughly only the new customer should sign the Form. For any violation in this regard, the recruiting Distributor will be solely responsible for the consequential losses or damages.
17. The applicant should be fully aware that cross sponsoring and cross recruiting is strictly prohibited in AMZ MARKETING. Cross sponsoring and/or taking a Distributor or any closely related person or entity into his team from a different team or joining himself under some other person's team is also strictly prohibited. In such cases his/her Distributorship will be terminated with immediate effect.
18. The applicant confirms that as a Distributor he/she shall use the AMAZING trade name and its trademarks only to promote the Business of AMZ MARKETING PRIVATE LIMITED Not for any other purpose.
19. The applicant understands that it is the responsibility of the Distributor to hold the password allotted to him/her confidential and the company will be no way responsible for any consequences arising on account of the Distributor's act of not keeping the password confidential. It is also the liability of the Distributor to make use of the password in a proper and lawful manner.
20. Neither the company nor the Distributor will be held culpable for delays in performance caused by circumstances beyond the control of either party.
21. The applicant understands that the term AMAZING or the COMPANY refers her to AMZ MARKETING PRIVATE LIMITED and the term DISTRIBUTOR refers here to the applicant.
22. Notify and provide a full refund or buy-back guarantee to every direct seller on reasonable commercial terms which can be exercised within a period of 30 days, from the date of the distribution of the goods or services to the direct seller, It allows or provides for a buy-back or repurchase policy for "currently marketable" goods or services sold to the participant at the request of the participant at reasonable terms
23. 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
24. The Jurisdiction for any disputes is Asansol only.

I have read all the terms and conditions and I totally agree with it and upon acceptance of these above mentioned terms and conditions I put my signature.

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Signature of the Application