

TERMS & CONDITIONS

www.smartindiawallet.co.in (the "Site") is owned and operated by **SHOPSMART ECOMMERCE INDIA PRIVATE LIMITED.** , a company incorporated under the laws of India and having its office at Office 1A2, 2A2, Nirmal park, Survey no.11, CTS No. 305 building 3, Wing A2, Dhankawadi, Pune, Maharashtra, India.

Please note that this is a business/commercial site and can be accessed only by a valid account holder. Your access and use of the Site is subject to the following terms and conditions.

By accessing and browsing this Site, you accept, without limitation or qualification, the Website Terms and Conditions. If you do not agree with any of the below Terms and Conditions, do not use this Site.

The Company is inter-alia into the business of Direct Selling of various Services & products such as Recharge, Travel & White Goods, Consumer Durables, Cosmetics, Health and wellness 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 distributors across the country for marketing and sales of Services & products. Such distributorship is granted privilege to the consumer of its products. Interested individuals / body corporate need to purchase the products, upon their satisfaction with the quality and services they may solicit to become a freelance distributor of the company, if they wish to by applying for the same in the prescribed form.

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 in the column provided as a token of their acceptance of the terms and conditions mentioned therein.

We reserve the right, in our sole discretion, to modify, alter or otherwise update these Website Terms and Conditions at any time and you agree to be bound by such modifications, alterations or updates.

Definitions

- **Company** – Means SHOPSMART ECOMMERCE INDIA PRIVATE LIMITED, having its corporate office at PUNE (MAHARASHTRA).
- **Consumer** - Consumer means and include individuals / body corporate (including Partnership Firms) who purchases Services & products from SHOPSMART ECOMMERCE INDIA PRIVATE LIMITED.
- **Independent Distributor** - Independent Distributor is the individual or Company / Partner Ship firm, proprietary concern) who is competent enough to enter into contract as per the Indian Contract Act provided, such interested person has purchased products from the Company and solicit to participate in Business opportunity.
- **He** - Shall mean and include male, female, body corporate, partnership firm who applies for the Distributorship of the Company.
- **Service & Product** - Shall mean and include all the Service & products marketed by the Company from time to time.
- **Manufacturer** - Means and include Manufacturers of the products marketed and sold by the Company from time to time.
- **MRP** - Means and includes Maximum Retail Price printed over the price tag appended to the products.
- **Facilitation Fee** - Facilitation Fee is the amount/benefit an Independent Distributor may earn by marketing/referring the Services & products of SHOPSMART ECOMMERCE INDIA PRIVATE LIMITED.
- **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.
- **Password** - Password means, a key code allotted to each of the Consumer / Independent Distributor to allow them to log on to the website of the Company.
- **Transaction Password** – Transaction Password means, a key code allotted to each of the Consumer / Independent Distributor to allow them to access secured area of login page of Company website.

- **Website** - Means website of the Company www.smartindiawallet.co.in or any official website communicated through official communication channels of the company.

II. THE APPOINTMENT AND UNDERSTANDING

- 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.
 - No territorial restriction to market the Services & products, but limited to India.
 - Company shall maintain sales account of the Independent Distributor and shall be made available for inspection through their website.
 - A Unique ID, password & Transaction password shall be awarded to facilitate verification of their respective business account.
 - 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.
 - Distributorship may be awarded as a privileged consumer with no deposit and other conditions.
 - Retailer code and Distributorship is awarded without any commitment/or promise from the company in terms of possible earning potentials.
 - The Independent Distributor, upon appending his signature at the bottom of these presents and confirming through online in the company's official website, shall be deemed to have accepted the Distributorship as independent consumer and hereby covenants as under;
 - 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.
 - 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.
 - An Independent Distributor is not an Agent / Employee or any other Legal representative of the company or its service providers.
- 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.
- 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.

Distributors hereby declare that all information furnished to the company is true and correct. The Company shall be at liberty to take any action against the distributor, in the event, it is found that the Distributor furnished any wrong/false information to the company and the company's decision will be final.

III. GENERAL TERMS

The company under no circumstances will accept payment in cash mode for product Sales.

The company may appoint any Third Party for Collection / distribution services, franchise, stockists. 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.

All consumers / Independent Distributor 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.

Neither it is compulsory nor mandatory to participate in the business plan of SHOPSMART ECOMMERCE INDIA PRIVATE LIMITED ; 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.

Consumer who has purchased the products from SHOPSMART ECOMMERCE INDIA PRIVATE LIMITED. can choose to join the business opportunity free of cost.

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.

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.

No communication will be entertained without unique ID. Distributor shall preserve the ID properly as it is before logging on to website.

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.

TDS and any other applicable charges will be deducted by the Company as per the prevailing norms set by the Govt. of India.

Those Distributors who are not fulfilling their minimum monthly purchase clause for consecutive twelve month, the said Distributorship will be Terminated / blocked.

Independent Distributor Undertake (to adhere to policies, procedures, rules & regulations formed by the company)

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.

IV. PRICES / PAYMENT

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 franchise/ stock point outlets.

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 paid company's branch / authorized outlets, franchise, stockist at the time of purchase.

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.

The company offers 30 days money back guarantee, from the date of receipt of payment on certain select products, as per the Product return policy.

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

V. PROHIBITIONS

• Distributor is prohibited from listing, marketing, advertising, promoting, discussing, or selling any service/ 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.

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.

The distributor hereby undertakes not to compel or induce or mislead any person with any false statement/promise to purchase service and 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

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 PUNE (Maharashtra). 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 Pune and Language shall be English.

Declaration/Affirmation

Solemnly affirm and declare as follows:

That I have read and understood the terms and conditions for 'Independent Distributorship' of the Company.

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.

I declare that I have not been given any assurance or promise by the company or its senior level 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 sales / business done by me, as per terms and the Company reserves the right to change the Business Plan at any point of time.

I undertake not to misguide or induce any one I shall not misguide any one and appraise them the terms and conditions for anyone to become a distributor to join the company.

I hereby agree and adhere to the terms and conditions as stipulated along with the online application form and as mentioned above to agree to purchase the service and product as Consumer/to do the distributorship business. I hereby also agree to submit all disputes to arbitration as provided in the terms and conditions of the company.