

7 FORCE MAJURE

The Company shall not be liable for any failure to perform its obligation 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, any type of redirection by Government (Central and/or State), Local Authority etc.

8 RECOURSE AND LEGAL APPLICABILITY

- (i) The terms and condition stipulated in the foregoing paragraphs shall be governed in accordance with the law in force in India. Disputes if any shall be subject to the exclusive jurisdiction of the courts in Valsad.
- (ii) If any disputes or difference arises out of or in relation to these presents, the same shall be referred to sole arbitrator appointed by the company. Direct seller shall not raise any objection, in case the Arbitrator appointed by the Company is related / associated with the Company, in any manner whatsoever. Arbitration in such an event shall be conducted as per "Arbitration and Conciliation Act, 2013" as amended from time to time. Venue of such Arbitration shall be in Valsad the language shall be English.
- (iii) Company's liability, whether in contract tort or otherwise arising out of or in connection with the agreement and/or relationship arising there from shall not exceed the lesser or (a) actual loss or loss assessed by the Arbitrator or any other dispute resolution mechanism adopted by parties or (b) the total commission earned by the Direct seller during preceding six months of the date of dispute.

Read over by me/to me, translated me and agreed by my on _____

Name _____ Signature _____

Declaration/Affirmation

I _____ aged _____ Year, S/o _____

D/o _____ /o _____

House _____ Post _____ Street _____ tehsil _____

District _____ State _____ do hereby solemnly affirm and declare as follows:

1. That I have read and understood the terms and condition for appointment of Direct seller of the company.
2. I have also gone through the company's official website printed material brochures and convinced about the business and I have applied to appoint me as a direct seller on my own volition.
3. I declare that I have not been given any assurance or promise by the company or its Direct seller as to any income on account of the product purchase made by me. However I am made to understand that I will be required eligible for income/facilitation fees depending upon the volume of business done by me as per terms and company reserves the right to change the Business plan at any point of time.
4. I undertake not to misguide or induce any one dishonestly 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 purchase the product as consumer/do the Direct seller activities.

In witness where of I here to have signed this Declaration/Affirmation (Date) _____, in presence of following witnesses.

Witnesses :

Witnesses :

1) Name _____ 2) Name _____

Signature:

Signature:

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REGISTRATION FORM

Mentor : _____ Mentor ID : _____

Placement _____ Left _____ Right _____

Name : Mr. _____ Mrs. _____ Ms. _____ Dr. _____ Prof. _____

FIRST NAME _____ MIDDLE NAME _____ LAST NAME _____

Sex : Male _____ Female _____ Nationality : _____

Date of Birth : _____ / _____ / _____ Profession _____
DD MM YYYY

Marital Status: Single _____ Married _____ Marriage Date : _____ / _____ / _____
DD MM YYYY

Father's / Husband's Name : _____ Date of Birth : _____ / _____ / _____
DD MM YYYY

* Your Present Address : _____

* Pincode : _____ * State : _____ * City : _____

* Telephone No. : _____ * Mobile No : _____

E-mail ID : _____

* Nominee Details :

Name : Mr. _____ Mrs. _____ Ms. _____ Dr. _____ Prof. _____ Relation with Nominee : _____

_____ Date of Birth : _____
FIRST NAME MIDDLE NAME LAST NAME

Account Details : (KYC Document Mandatory)

Bank Name : _____ RTGS / IFSC Code : _____

Branch : _____ Branch Address : _____

Account No. _____ Pan No. : _____

Product Selected : _____ Amount : _____ Payment Date : _____

DECLARATION

The Applicant here by declares and confirm that the He / She is a citizen of India and adult, and is competent to enter into an Agreement between himself / herself with the company. It is also declared and affirmed by the Applicant that he / she is not convicted of any kind of punishable offence under the Indian Law and also not declared Insolvent by the competent court of law in India.

NOTE : Mark are Mandatory

Applicant's Signature

PLAZA CONSUMER SOLUTIONS LLP a company incorporated under the companies act, 2013, and having Registered office in Valsad, running business in the name and style as **PLAZA CONSUMER SOLUTIONS LLP**, herein after referred to as "The Company". The Company is engaged into the business of direct selling and in other business activities as stated in the object clauses of memorandum of Association of the company.

www.pcspl.biz is the exclusive website of the company, which gives information about the business operation, promotions and with the portals to track the business done for monitoring, to display the detail of the product, marketing methods, while uses the word of mouth publicity to promote and create awareness about the website and its products.

For smooth running of the business of direct selling, Company has certain rules and regulation, marketing plan and other terms and condition. Now in order to simplify more, to keep more transparent, to control the fraudulent practices and for betterment of the activities of direct selling through direct selling.

The Company does appoint direct seller across the country of India for marketing and sale of the products. Interested individuals (Indian Citizen Only), if wish to become direct seller of the company, can apply for the same in prescribed form. Filling each and every column is mandatory. There is no deposit or any charges for becoming a direct seller of the company.

1 THE APPOINTMENT AND UNDERSTANDING :

a. The Company upon scrutiny and verification of the Application may consider the Applicant as " Direct Seller " for direct selling the goods / products of the company. The company shall be at liberty to accept or reject his / her application at its discretion.

b. The Direct Seller shall enjoy the following privileges :-

1 Incentive for effecting sale of goods / products of the company as per marketing plan.

2 No territorial restriction to sale the goods / products.

3 Search and inspect his / her account on website of the company through his / her password awarded by the company.

4 Earnings of the direct seller shall be in proportion to the volume of sales done by the direct seller by self or through team as stipulated in the marketing plan of the company.

c. An individual, upon appending his / her signature at the bottom of these presents, shall be deemed to have accepted terms & conditions stipulated herein and upon appointment after scrutiny of the application shall become the Direct Seller of the company. The allotment of password and ID shall be construed as appointment as direct seller. The applicant here by covenants that as under :

1: That he / she has clearly understood the marketing methods / plan, the compensation plan, its limitation and conditions and he / she is not relying upon any representation or promises that is not set out in these terms and conditions or other official printed or published materials of the company.

2: Relation between the company and the direct seller and all his / her activities here under shall be governed in addition to this agreement, by the rules / procedure contained in the marketing plan, available on website. The direct seller confirms that he / she has read out all the terms and conditions there of and agrees to be bound by them.

3: The Direct Seller act as a freelance body and shall not commit misfeasance to create any liability / obligation over the company of whatsoever nature.

4. Direct Seller is not an agent, Employee or any other legal reprehensive of the company or its service providers. Any payment received by the direct seller from any person declaring that the amount is being received for and on behalf of the company shall not be deemed to be received by the company. Direct Seller is not authorized to receive any money for and on behalf of the company.

5. The Direct Seller shall give true and correct disclosure of accounts, Whenever ask by the company for Income Tax purposes as and when required.

6. Direct Seller, here by declare that all the information furnished to the company are true and correct. Company shall be at liberty to take any action against the Direct Seller in the event, it is discovered that the Direct Seller furnished any wrong / false information to the company.9

2 GENERAL TERMS

1. The Company may appoint any third party for collection/ distribution services. Direct Seller is required to visit the company 's official website from time to know such application and avail such as walk in to their outlets and make payment and collect valid receipt and products fr om them.

2. The Direct seller will be eligible for facilitation fees or income, as per the volume of sale of Products / Business done by him, subject to eligibility norms formulated by the company from time to time. The company does not guarantee/assure any facilitation fees or income to the Direct Seller on account of becoming just a here " Direct Seller " of the company.

3. User ID has to quoted by the direct seller in all his / her transactions and correspondences with the company. The user ID once chosen cannot be altered at any point of time.

4. No communication will be entertained without user ID and password. Direct Seller preserve the ID and password property as it is "must" for logging on to website.

5. Commission / income to the Direct Seller shall be subject to statutory deductions as applicable. as applicable.

6. The Company reserves its right to with held / suspend the direct seller in the event the direct seller fails to provide any details as desired by the company from time to time including but not limited to PAN Card details.

7. Processing charges and any other applicable charges will be deducted as per the Company's norms.

8. Direct Seller undertakes to adhere to policies, procedures, rules and regulations formed by the company from time to time. The direct seller shall be faithful to company and shall uphold the integrity and decorum to the company and shall maintain good relations with other direct seller and other client also.

9. Company reserves the rights to modify the terms and conditions, products, plan, 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 unto the Direct Seller from the date of such notice.

10. In case of death or loss of contractual capacity of Direct Seller, his / her nominee or legal heir shall become the Direct Seller of the company and he / she shall also abide by all rules and regulation, terms and conditions etc. in the same manner as original Direct Seller was being abide / supposed to abide.

11. Direct Seller shall company with all state and central government and local governing body laws, regulation and codes that apply to the operation of their team business. Direct Seller must not engage in any deceptive or unlawful trade practice as defined by any central or local law or regulation.

12. Direct Seller shall not manipulate the PLAZA CONSUMER SOLUTIONS LLP marketing plan or product's rate P.V & B.V etc., in any way.

13. Direct Seller shall not send, transmit or otherwise communicate any messages to anybody on behalf of the company otherwise than for authorization for the same.

14. Direct Seller and / or any other person is strictly prohibited to use business promotional material, other than business promotional material developed and / or authorized to develop by the company.

15. Direct Seller shall not use the **PLAZA CONSUMER SOLUTIONS LLP** trademark, logotypean design anywhere without written permission from the company. The company can withdraw this permission at any time.

16. All the arrangements, expenses, permission from local authorities, complying with The rules of central and state government and local body is whole responsibility of Direct Seller for meeting and seminars conducted by the Direct seller.

17. The Direct Seller is personally liable to pay the service tax and other taxes as applicable by the Indian law to the concerned authority indecently and shall not claim the same from the company under any circumstances.

18. It is mandatory for every direct seller to provide their K.Y.C. details to the company.

3 Product Refund and Replacement Policy

1. Direct Seller has right to cancel his / her product order and / or to return the product in saleable condition and avail full refund on sums paid.

2. The 30 days replacement guarantee sees to assist buyers who have been defrauded by qualified seller on the website. If at the time of delivery and/or within 30 days from the date of delivery of the product/s, if any defect is found, then the buyer or the product/s can ask for replacement of the product/s from Seller.

4 SPECIAL CONDITION

Notwithstanding anything states or provided herein, the Company shall have full power and discretion 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. If any Direct Seller does not agree to be bound by such amendments, he/she may terminate this agreement etc., if the Direct Seller continues the Direct Selling activities then it will be deemed that he/she has accepted all modifications and amendment in the terms and conditions for future.

5 TERMINATION

(A) Company may terminate the Agreement for any reason not limited to;

(B) Pursuant to the provision to be the marketing plan.

(C) Any unethical and pre judicial work to the interest of the Company.

(D) For the breach of any terms and conditions of this Agreement and marketing plan.

(E) Information given by Direct Seller found wrong/false.

(F) In convicted an offence punishable by a prison term.

(G) Is declared bankrupt or insolvent.

(H) Is not mentally sound to handle the business.

Termination of a Direct Seller means termination of:

(a) All rights and entitlements as a Direct Seller.

(b) Personal Information given on website.

(c) Identification as a **PLAZA CONSUMER SOLUTIONS LLP**.

(d) Right to go at any **PLAZA CONSUMER SOLUTIONS LLP**. office and attend company meeting.

The Direct Seller may terminate this agreement at any time by giving a written notice to the Company.

6 RENEWAL/AGREEMENT PERIOD.

Direct Seller authorization shall expire at the end of twelve months from the date of application from for Direct Seller by the Company. In order to keep continuity as Direct Seller of **PLAZA CONSUMER SOLUTIONS LLP** for further period, Direct seller must annually renew his/her authorization of **PLAZA CONSUMER SOLUTIONS LLP** Direct seller on or before the expiry period.

Company reserves the right to refuse any renewal request and can revoke any Direct Seller renewal application if, in Company's opinion, the Direct Seller's activities have not been in accordance with the interest of **PLAZA CONSUMER SOLUTIONS LLP** or if the Direct Seller did not comply with any of the rules, procedure, terms and condition etc., during the twelve preceding months. The agreement of Direct Seller will automatically finish in case of non-compliance of renewal formalities.