

DIRECT SELLER CODE OF CONDUCT- DAZZ TECH PRIVATE LIMITED

by: Dazz Tech Pvt. Ltd. LEGAL DOCUMENT October 2023, Please read this document carefully before venturing / accessing the Dazz Tech Pvt. Ltd. Dazz tech Pvt Ltd website at www.dazzkart.com or dazzkart.com (“the site”), you are hereby agree to these terms and conditions which are appearing herein below or as may be modified/amended from time to time in future, the same shall be binding upon you including all its modifications which Dazz Tech Pvt. Ltd. is having its sole discretion choose to carry out any modification / amendment in these terms and conditions. If you have any questions or any query, please contact care.dazztech@gmail.com The company (Dazz Tech Pvt. Ltd.) and the Direct seller undertakes to comply in accordance with the provisions of “The Consumer Protection Act 2019” and Consumer Protection (Direct Selling) Rules 2021 published in a Gazette Notification dated 28th December 2021, issued by the Ministry of Consumer Affairs Food & Public Distribution, Department of Consumer Affairs, Govt. of India with its true spirit and object.

1. Introduction

This site is owned by Dazz Tech Private Limited (“the company”), a company incorporated under the laws of India. This document is between “you”, the direct seller, and the company. This document contains the legal information about the company and its policies etc. and will apply to you whether you are merely accessing the site or are registering yourself as a direct seller and purchasing the products either by direct seller themselves or through him or her by the customer. The company reserves its right to suspend or terminate your access or use of this site at any time, without notice in case of violation of any of the rules issued by the Govt. of India stated here in above or any act done by you by way of contravention of any law of the land or the policies of the company. The products of the company which are available for the customers or the direct sellers are displayed on the website and more products can be added in future after displaying the same on the website or can be removed after giving appropriate notice to its customer or direct seller to be purchased by the customer / direct seller.

2. Content on the site and business material

All material (including information relating to products) on the site and the material published by the Company or authorized by the Company for use as

part of the business (“business support material”) belongs to the company and/or its licensees, trademark, logo etc. and company owns all intellectual property rights in the same. The mark “DTPL” is used for the company (Dazz Tech Pvt. Ltd.). All other trademarks / logo appearing on the various goods / products exclusively belong to the company. You, prospective customer / customer / direct seller undertake not to violate any intellectual property or any other statutory or common law right relating to the content displayed on this site and the business support material and if so, will indemnify the company for the same. You also undertake that you will not reproduce, modify, replace, publish, licence, create derivative works, sell any or all of the content on the site or the business support material or create any database in any form by downloading and storage. The information contained on the site and the business support material is for your personal use only and for the purposes of the business marketing plan of the company and is confidential / proprietary in nature. You undertake not to use this information for all times even after termination of direct seller agreement for any purposes anti ethical to the business of the company. You shall not use any content, including products offered on this site and/or the business support material for any illegal purpose or against the purposes or interest of the company. It is the obligation and the responsibility of the advertiser or sponsor, if their services are required in future by the company to comply with relevant codes, laws, guidelines issued by govt. of India.

3. Termination

The company reserves the right to take disciplinary action or terminate the direct seller agreement in the event of any breach, in accordance with the company's established 3-Step Penalty Framework (Warning, Suspension, and Final Termination) as detailed in the DE-LIST Policy. guidelines issued by govt. of India, Direct Seller Agreement in respect of direct selling or any other law to be enacted in future by the govt. of India or any other state govt. or if you commit any act of default. In case of information received by the company that the Direct Seller are indulged in activities of printing / displaying / circulating / electronically decimate the material containing the name of the company and its logo, violation of the contents of the Direct Seller Agreement, indulgence in any activities of falsification of portraying the pictures of any eminent person, political dignitaries holding constitutional posts or any esteemed personality performing constitutional duties etc. in any of the seminar/meetings etc. including showing any video clip or videos or circulating or uploading on the social media or any

other channel whatsoever, the same shall be viewed very seriously and entitled the company to terminate the Direct Seller Agreement with the said Direct Seller in view of the contravention stipulated hereinabove. Besides that to switch over from one network of direct sellers to another network of direct seller or opening of any company carried out business activities of same nature as of Direct Selling Entity or joining any other company carrying out same business activities as of Direct Selling Entity shall be viewed very seriously and shall be subjected to termination of the said errant DS. Furthermore, any direct seller of any hierarchy who instigates or aides for the same shall be also liable for legal action including his/her termination. It is also totally prohibited to misuse the name of the other family members / relatives, etc. in order to generate their Logid in the company with a view to suppress their own misdeeds including switching over from one network to another network of the DS. Besides that any relative of any Direct Seller of the company joins other company which is also engaged in the same nature of business activities as of the company and further causes damage to the reputation of the company or its smooth functioning of business activities of the company, the company shall have right to terminate that existing Direct Seller from the status of the Direct Seller of the company. The company also reserves its right to terminate any existing Direct Seller who indulges in illegal activities of making inducement, false promise or instigation to any other existing Direct Seller belongs to the other network to join his / her network with a view to crossline him / her. The company also reserves its right to initiate appropriate legal proceedings against you, civil or criminal in nature, at your sole risk, cost and expense and claim including without limitation damages and compensation for the breach. You also undertake to indemnify the company on account of any and all costs or damages that may arise due to any such breach. The printed material which is supplied by the Company can only be used by the Direct Seller to promote its business activities.

4. Consideration/Refund/Buy-back Policy/Cooling-off Period

There is clear cut policy of our company with regard to the buy-back for the goods / products which are of currently marketable being sold to the intending customer / customer / direct seller at their request at reasonable terms. It is specifically stipulated and notified hereby, on behalf our company that every customer / direct seller shall be entitled to have a reasonable buy-back policy which has been evoked by our company, where a customer / direct seller within period of 30 days from the date of delivery of the products / goods by our

company is entitled for a full refund or buy-back guarantee on reasonable commercial terms as mutually agreed between the customer / direct seller and our company subject to without any damage / alteration / physical loss being caused to the product and same would be of marketable value. Further every customer / direct seller shall be entitled to have a reasonable cooling off period of 30 days to participate or cancel participation in the business opportunity of our company and receive a refund of any consideration given to participate in the operations. It is further notified that every customer / direct seller during this cooling-off period shall be entitled to return the goods / products purchased by the direct seller during this cooling-off period subject to without any damage / alteration / physical loss to the product as of marketable value. However, the products offered to you by the company and as advertised on the website are for the prices as mentioned therein. The company reserves its right to modify the pricing structure at its own discretion including offering the same products at discounts, as part of packages and even as free add-ons.

4. (a). Ship and Delivery Policy

All the payment details checked thoroughly then the shipping of the product takes place. All the products are shipped from company's address i.e. from Bareilly / other delivery centres to all over India through renowned courier companies. This delivery of the products will take a minimum of 5 working days to 10 working days subject to various atmospheric conditions and the availability of the customer at his given address, etc.

4. (b). Ecommerce Flow and Incorp.

We are Direct Marketing company which sells our products through Direct seller who are independent distributors working on remuneration/commission made by them. Once a Customer buys a desired product through direct seller, he/she can start marketing our products and thus start earning commission/remuneration on their efforts. They are given a unique business centre online where they can manage their sales and earn commissions/remuneration. Thus they start marketing company's products and put customer details in website. Once all criteria are completed then the individual print the invoice and sent to the company along with the payment. Product dispatches as mentioned in "Section 4(A) SHIP and DELIVERY POLICY".

5. Linking and Framing

The company is neither responsible nor liable for any content on any site of which links are found on this website or which might be framed by this website. All intellectual property rights in the linked/framed sites belong to that site and the company does not purport to have any right or obligation in that respect by linking/framing. Links to other sites do not constitute or imply an endorsement or recommendation by the company of their products or the content on their site.

6. Misuse of the site and Spam

You are put to notice that you will be liable under civil and criminal law (including without limitation the Indian Information Technology Act, 2000) for any attempt to disrupt, tamper, hack, destroy, alter or intentionally or knowingly misuse the site and/or its contents or use the site for any such purposes. You may not post, transmit or market any objectionable, threatening, defamatory, illegal, pornographic, disparaging content through the site or the web space allotted to you for which you will be liable with all attendant legal consequences. The company disclaims all liability or responsibility for the content posted or transmitted through your web space and you will be held solely responsible and liable for the same. Spamming is not a business practice of the company and you undertake not to utilize the information on the site or the services on the site, including details of persons, to indulge in spamming or similar activities. In the event that your involvement, direct or indirect, is suspected in this respect, you will be proceeded against under applicable laws and be liable to the company for all damages, including without limitation, aggravated and exemplary damages.

7. Limitation of Liability

The Company does not give any warranties in respect of the site, the content, products available through the site, unless specified otherwise. The site and the products are on an "as is" and "as available" basis. To the extent allowed by applicable law the company disclaims all warranties, conditions or duties of whatsoever nature including without limitation, any implied warranties of merchantability or of fitness for a particular purpose, any express or statutory warranties, and any warranties and duties regarding accuracy, timeliness, completeness, performance, lack of negligence. The company makes no warranty that the site is or will be free from infection by virus or anything else with destructive or contaminating properties. You agree that the only recovery of damages that you may get shall be limited to the direct damages/losses you

actually incur, upto the limit of a refund of the amount you paid for the product/service or will alternatively be entitled to correction or replacement of the product/service.

8. Jurisdiction and dispute resolution

These terms shall be governed by and construed in accordance with Indian law. All disputes and differences arising out of this Agreement including the interpretation of this Agreement will be first resolved by the parties amicably, failing which the matter shall be referred to the sole arbitrator to be conducted in Bareilly (u.p), under the provisions of the Indian Arbitration and Conciliation Act 1996, who will be appointed by the company only. The parties irrevocably agree that subject to the above, the courts at Bareilly would have exclusive jurisdiction.

9. Direct Seller Agreement

In the event, you purchase the products of the company, apart from the instant legal document, you all shall be subjected to comply by the terms and conditions contained in the attached Direct Seller Agreement.

10. General

- a) You cannot assign, sub-licence or otherwise transfer any of your rights under these terms.

- b) If any provision of these terms is found to be invalid by any court/tribunal having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these terms, which shall remain in full force and effect.

- c) Failure by any party to exercise their rights or remedies under this Agreement does not constitute a waiver of that right or remedy.

- d) All data and personal details provided by you to the company must be accurate. The company reserves the right to terminate the agreement in the event any information given to the company is found to be misleading, false or inaccurate. You understand that all such data may be disclosed by the company for purposes of business, compliance with law/regulation or in order to prevent any illegal activity.

e) It is expressly understood by the parties that performance under this agreement may be prevented by any act of God or force majeure, including without limitation natural disasters, war, severe technical failures, government law or policy, which will not be construed by parties to mean failure to perform contractually. In such an event, all parties will take all possible steps to resume normal performance of obligations under this agreement. f) The company will take all possible steps to ensure security of personal information and passwords and Ids of the user, but cannot and does not warrant such security and disclaims all liability for any losses or damage resulting from such security breaches.

f) You warrant that you have the legal capacity to enter into this contract and attained the age of maturity, not incapacitated to manage business due to mental or legal reasons, not been suspended from current profession or business by any professional association, society, or institution, or not been committed to imprisonment by any judicial authority or confined to any correctional institution of any kind.

g) Please note that in case you are employed by any central government/state government agency, Indian armed forces or any such establishment that disallows you to work part time/full time/earn commissions/remuneration, you will not be able to enter into this agreement/document.

You accept that it is the prerogative of the management of the company to alter, amend or reduce the amount of compensation/remuneration to be given to the direct seller without prior notice.

Contact Us

The company can be contacted at the following addresses/numbers:

H.[No.225/247 Zakati Street, Near Shiv Mandir, Bareilly\(U.P\) 243003](#)

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