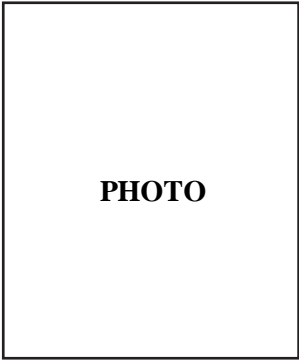




# E-VISIONARIES

## MARKETING PVT LTD

**ADDRESS:** Shop No 859, yogi tower faliya, Hanumanbari, vansda,  
Ta- vansda, Di- navsari. Gujarat 396580, India  
**CIN NO:** U24230GJ2022PTC134898, **TAN:** SRTE01236E  
**PAN NO:** AAHCE2070Q, **E-MAIL:** evisionaries9@gmail.com  
**CUSTOMER CARE:** 7359332296. **WEB:** www.e-visionaries.com  
**GSTIN:** 24AAHCE2070Q1ZE



### ASSOCIATE APPLICATION FORM

#### PERSONAL DETAIL

Applicant's Name

(Application Should Be Filled In English & Capital Letters)

Gender

Husband's / Wife's Name

Pan No  Date of Birth

Mobile No  Aadhar No

E-mail

Address

City  Tal.  Dist.

Pin Code  State  Country

#### NOMINEE DETAIL

Name  Age

Relation  Aadhar No

(Aadhar photo copy attach mandatory)

#### BANK DETAIL

Bank's Name

A/c No  IFSC Code

MICR Code  Branch

A/c Type SA, CA

(Enclose a photocopy of pass book or cancelled cheque)

## IDENTITY PROOF

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Election Card     Aadhar Card     Driving License     Passport

Any Other   
(Attach Photo Copy) (Mandatory)

## REFERRAL DETAIL

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Name

ID No     Mobile No

## PRODUCT DETAIL

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## FOR OFFICE USE ONLY

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Date Received

Checked by

Approved by     Associate Code

Description

## TERMS AND CONDITION

These terms and conditions are construed in accordance with the model of Direct Selling Guidelines issued by the Government of India, Ministry of Consumer Affairs, Food & Public Distribution, Department of Consumer Affairs vide F. No. 21/18/2014-IT (Vol-II) dated 9th September, 2016 read with Indian Contract Act 1872 and supersedes any prior terms and conditions, discussions or agreements between company and direct seller. Between e-visionaries marketing Private Limited, which is a registered company, having its Corporate Office at Shop No 859, yogi tower faliya, Hanumanbari, vandsa, Ta- vandsa, Di- navsari, Gujarat 396580 India which expression shall, unless the context otherwise permits, include its successors and permitted assigns of the one part herein after called as First Party.

1. The Distributor and e-Visionaries Marketing pvt ltd shall be bound by the terms and conditions herein signing this application form.
2. This form is an application and an agreement to appoint a person as a self - employed and independent Distributor.
3. Each applicant should be at least 18 years of age, 21 years in case the applicant is based in Maharashtra, at the time of application, to become a e-Visionaries Marketing pvt ltd Distributor.
4. Every person having faith in the objectives of the e-Visionaries marketing pvt ltd can be distributor of the company.
5. Applicant must submit the following documents'
  - a. Application form
  - b. Aadhar card
  - c. Pan card
  - d. Residential proof
  - e. Passport size photos
  - f. Cancelled bank cheque
6. The applicant should not have more than working one unique ID on same pan card number if found than be cancelled within prior intimation.
7. The signing of this application by a distributor & its acceptance does not bind the distributor as an employee or agent of the company. Distributor are not permitted either established an employment relationship, labour relationship, broker, commercial agent, contraction representative or subsidiary company.
8. Joining as e-Visionaries Marketing pvt ltd Associate (direct seller) is Free of Cost. Newly joined business associates shall have a period of 30 days to cancel the agreement and receive. Refund against the product purchased in this Period Company also offers 30 days product return policy.
9. such a distributor is informed that he is joining at his own risk and if any evidence of cross sponsoring or any other violation of the company and the business plan are found company will be entitled to take steps per termination of distributor I'd shifting of the network as per the business plan.

10. He / she shall carry the Identification card issued to him / her by the company and will seek prior appointment with customer for initiation of sale, he / she would identify himself and the company, provide address, Registration, telephone number to customer and would truthfully represent the nature of products / services in the manner consistent with the claims authorized by the company.
11. He / she shall not sell products / services on e-commerce platforms / market place or on any fixed retail outlet.
12. The amount taken against the product will be taken by the bank account, cash, check, mobile transfer of the company.
13. If any meeting organised by our end, whatever fees occurs for the venue, fooding charges or any other hospitality then the interested members will equally do the contribution.
14. He / she shall not sell any company product for price more than Maximum Retail Price (MRP).
15. We do not offer any kind of business guarantee after its membership which also depends on our business which clients do not understand our business method or policy or many other issues.
16. The payout and bonus is paid only on the basis of the sale of products and the payment will be made only for the recruitment of a new business associate in its down line.
17. Every business period start first date to fifteen date ends. Incentives earned during one business period will be credited into the bank account of the individual distributor in after 3 days of period.
18. In case of failure to submit a scanned copy of their PAN card, 20% TDS will be deducted from the distributor instead of 5%.
19. Any amount payable to the Independent Distributor as incentive / bonus by the company is inclusive of all taxes, by whatever name they are called, including GST, Professional Tax, Surcharge, Cess and other Taxes. These taxes shall be payable by the Independent Distributor as and when they are required to be paid as per law.
20. Payout will not be given on public holidays, bank holidays, Saturdays and Sunday, payment will be made within 48 hours except holidays.
21. Company reserves the right to recover back any income paid to any Independent Distributors under the following circumstances. Product returned by under Buy Back Policy, Returned to any Stockiest / Franchise under any applicable law or Stolen or obtained by illegal means.
22. Company reserves the right, at any point of time to revise the selling price including PV, BV Points of the product Without any prior notice.
23. Trimming: If the sales and marketing cost exceeds 50 % of the turnover of the company in any time period, the excess amount will be equally deducted from all the beneficiaries of the particular time period.
24. Sales are subject to audit. All complimentary products need to be claimed within 3 months of achievement. The reward Shall expire thereafter and cannot be claimed.
25. Distributors are not allowed to create any page/channel/accounts/online platforms in the name of E-Visionaries Marketing pvt ltd with the same as prefix or suffix.

26. The distributors connect with any other network marketing company, Ponzi scheme, money chain of any kind or any other valid reason as the company thinks so will be the termination of the distributorship.
27. In case of any grievance or complaint received by the Distributor from a customer regarding any product of e-Visionaries Marketing pvt ltd sold in pursuance of this contract, the Distributor shall refer such complaint to the Grievance prevention Committee which shall address such grievances within 30 ( Thirty ) days.
28. If the Distributor's bank account details are not updated and if the Distributor is entitled to a monthly commission then company may issue a product voucher against such accrued commission amount.
29. The company shall not be responsible for any liabilities or dues towards any distributors or in the act of any natural calamity, changes in government laws or unforeseen circumstances whereas company is unable to perform its normal working. In such unavoidable cases or circumstances, e-Visionaries Marketing pvt ltd will not have any claim or liability /dues of any kind.
30. All distributors are always bound to act ethically in accordance with the company's guidelines and laws that must be complied with by all Indian government laws updated periodically today or in the future.
31. All distributors must adhere to the general standards of work ethics, and written permission must be obtained before using the company's name and logo in any version of print, audio, video, social media and any other public meeting presentation about the company's policies.
32. Legal action will be taken against such distributors if any distributors mislead / misrepresent and give false estimates to benefit employees.
33. Distributors will be guided by the provisions of the Consumer Protection Act, 1986 and will be subject to direct sales guideline issues by the Central and State Governments, they will be responsible for earnings and payment of any tax liability on all local and municipal laws, ordinances. Guidelines and all reports will be made and all withholding or other deductions required by any such law will be waived.
34. All disputes are subject to the jurisdiction of Navsari, India.

## **TERMINATION**

The Company may terminate this Agreement for any other reason not limited to, as follows,

1. Subject to the provisions of the Company Activities.
2. Any unethical and pre-judicial act in the interest of the Company.
3. For breach of this Agreement and any terms and conditions of the Company's activities.
4. The information provided by the distributor will be found to be incorrect /wrong.
5. Convicted of an offense punishable by imprisonment.
6. Declares bankrupt.
7. Not mentally fit to handle the business.

## **TERMINATION OF DISTRIBUTOR MEANS TERMINATION**

- (A) All rights and entitlements as an e-Visionaries Marketing pvt ltd distributor.
- (B) Personal information given on website.
- (C) Identification as an e-Visionaries Marketing pvt ltd distributor.
- (D) Right to go at any company office and attend company meeting.

The distributor may terminate this agreement at any time by giving a written notice to the company.

## **FORCE MAJEURE**

An e-Visionaries Marketing pvt ltd will not be held responsible for any failure to fulfil its obligations where the causes of such failure include acts of nature (including fire, flood, earthquake, hurricane, lockdown, hurricane or other natural disaster in the country), war, aggression. Act of foreign enemies, hostility (whether war is declared or not) Civil war, uprising, revolution, uprising, military or usurped power or seizure, terrorist activities, nationalization, government sanction, obstruction, ban, labour dispute, strike, lockout or Disruption or power failure, any redirection by the government (central and / or state), local authorities, etc.

## **RECOURSE AND LEGAL APPLICABILITY**

The terms and conditions laid down in the next paragraph shall be governed by the law in force in India. Disputes, if any, will be subject to the exclusive jurisdiction of the courts of NAVSARI. If any dispute or discrepancy arises from or inconnection with these products, it will be referred to the sole arbitrator appointed by the company. The arbitrator appointed by the company "The Arbitration and Conciliation Act, 1996, as amended from time to time, the distributor will not raise any objection in case it is in any way unrelated to the company.

## **SPECIAL CONDITION**

The information provided or provided herein is the sole discretion and right to change the terms and conditions of the Company as it deems fit and the Company will be contacted through the official website or other mode if deemed appropriate. No distributor agrees to be bound by such a change, it may terminate the agreement by giving written notice to the company within 30 days of such publication without objecting to the change etc. Accepted all changes and amendments to the Terms and Conditions for the future.

## **REFUND POLICY**

Within 30 days from the date of purchase, the customer may return the product directly to the seller with the original customer receipt from which he purchased, and may receive a refund, provided that no more than 30% of the product has been consumed. The distributor may deduct courier charges and GST when refunding to the customer except in case of product defects. The distributor will need to receive an email from the customer marking compliance. No future claims will be made if the customer buys again. Distributors can return the product to the company with customer's receipt within 15 days from the date of return of the product and get the same exchange. In order to exchange it, the distributor has to pay GST and courier charges to the company which is charged from the customer and the product has to be handed over to any store of the company.

For Business tools return policy does not apply if open packs of literature and videos or other sales aids. The customer can return the product directly to the company and get a refund if he / she encounter any health related problem while using the product, along with a certificate from a qualified doctor or a registered medical practitioner, proving that the subject had a health problem. Due to the use of the said product. Refunds will be initiated after proper verification of the certificate and the company will consult a doctor if necessary. A distributor can return the product and get refunded, provided the product is in saleable condition within 30 days from the purchase of the product. The refund shall cause the distributor termination of their ID with all pending benefits. The refund shall be initiated after the deduction of Retail Profit that is paid to the distributor, GST charges, courier charges, and INR 400 / - per unit as the processing fee. The product must have a minimum of four months validity to the date of expiry. Any products purchased on which complimentary product option or other valid offers were applied will not be eligible for refund, return, or exchange. However, damaged products received on delivery may be replaced as per the accepted procedure.

The Company expressly reserves the exclusive right to change or amend these Terms and Conditions. Company compensation plan, independent distributor agreement Any appendix displayed on the notice board is maintained periodically and is maintained in the marketing office of the company and all such documents. Such changes are automatically incorporated as part of this Agreement between the Company and the Consumer and Independent Distributors by notification of the parties' agreement on their business relationship upon update on the Website or on notice placed in the Company's Marketing Office.

## DECLARATION

I understand that I must be at least 18 years of age.

I have also grown through the company official website, printed material, and browser and convicted about the business and I have applied to appoint for distributor on my own volition. I... hereby declare that the information furnished above is true, complete and correct to best of my knowledge and belief, I understand that even if my information is found false or incorrect at any stage, my candidature/appointment shall be liable to cancellation / termination without notice any compensation in lieu thereof.

This application is a contractual agreement between the undersigned E-VISIONARIES MARKETING PVT LTD subject to code of ethics, terms and conditions mentioned. The applicant accepts full responsibility of his/her actions in relations to the company business conducted by them.

Acceptance of Applicant

Place

Date

Applicant Sign and Thumb Impression

The terms and conditions has been explained to me in simple language and after understanding I have signed the same.

Name

Referral Sign

Date

PLACE

In case of any dispute contact: [www.e-visionaries.com](http://www.e-visionaries.com)  
[e-visionaries9@gmail.com](mailto:e-visionaries9@gmail.com)