

Terms of Use

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Introduction

Your use of www.richvisionindia.com ("Website") and related tools and services therein, including but not limited to information about the products, pictures of the products, terms and conditions, transactions that may be implemented through the Website, purchase of products, delivery of the products and all other services in relation thereto ("Services") shall be subject to the following terms and conditions ("User Agreement") which are subject to change at any time without notice. To make sure you are aware of any changes, please review this document and all the documents referred to hereunder periodically.

By using this Website, you have expressly consented to the terms and conditions of this User Agreement and agree to be bound by this User Agreement. You have also agreed and accepted to be bound by the terms and conditions incorporated in the "Privacy Policy", "Policies and Procedures", "Independent Distributor(s) Application and Agreement" and "Rich Vision India Business Plan", which has already been accepted by you and shall be deemed to be a part of this User Agreement and in the event of any conflict between the terms of this User Agreement and any aforesaid documents, the aforesaid documents shall prevail. If You do not agree to any of the terms under this User Agreement, please do not use or view this Website.

This Website is registered in the name of RICH VISION INDIA E-COMMERCE MULTISERVICES PRIVATE LIMITED ("Rich Vision India"), a company incorporated under the Companies Act, 1956, having its registered office at Flat no.8, Kapeesh Chambers, Shah Colony, Talegaon Dabhade, Pune-410507 Maharashtra (India).

For the purposes of this User Agreement, the term "Registered User(s)" and wherever the context so requires "You" shall mean any natural or legal person who is an Independent Distributor, as defined in Section 1.1 of the "Policies and Procedures" document available on this Website. The terms "We", "Us" and "Our" shall mean Rich Vision India.

Membership Eligibility

The Services rendered on this Website are available only to a registered Independent Distributor and access to the Services is available upon entering the Distributor ID and password created by You, provided You are an active Independent Distributor and are not subject to suspension, cancellation or disciplinary proceeding under Section 7 and Section 11 of the "Policies and Procedures" document. Additionally, it may be noted that breach or non-compliance with the terms and conditions set out in this User Agreement may also result in suspension or cancellation or initiation of disciplinary proceedings of the Independent Distributorship pursuant to Section 7 and Section 11 of the "Policies and Procedures" document. Without prejudice to the foregoing, You confirm that You are not under the age of eighteen (18) years and are competent to enter into contracts under the Indian Contract Act, 1872.

If You are registering as a business entity, You represent that You are duly authorized by the business entity to accept this User Agreement and You have the authority to bind that business entity to this User Agreement.

"Your Information" is defined as any information You provide Us for registration under this Website or through any e-mail feature.

You understand and agree to provide true, accurate, current and complete information about Yourself / Your business entity as prompted by this Website and update the information from time to time. If You provide any information that is untrue, inaccurate, incomplete or not current or if Rich Vision India has reasonable grounds to suspect that such information is untrue, inaccurate, not current or not in accordance with the User Agreement, Rich Vision India has the right to reject the Your purchase order and/or initiate disciplinary action against You in accordance with the "Policies and Procedures" document.

Upon being successfully registered as a Registered User, You consent to receiving periodic newsletters from Rich Vision India on the e-mail address provided by You.

Territory

Unless otherwise specified, the Services rendered to You are strictly restricted to the territory of India.

Payment

In addition to the payment mechanisms stipulated under Section 9 of the "Policies and Procedures" document, Rich Vision India, through this Website, enables the Registered Users to place orders and accepts payment made by a valid VISA, American Express and MasterCard credit/debit card for orders placed on this Website. Please note that all orders placed on this Website are subject to the ordering process detailed in Section 8 of the "Policies and Procedures" document. You agree, confirm that the credit/debit card details provided by You for availing the Services are true and accurate.

The orders placed on this Website are entitled to be considered for and shall be considered for the sales requirement, bonus and commissions under Sections 5, 6 and 8.4 of the "Policies and Procedures" document, subject to the terms thereunder. You shall be entitled to the Distributor price for all orders which are placed on this Website as stipulated under Section 2.3 of the "Policies and Procedures" document.

You undertake and confirm that You are authorized to use the credit/debit card for the Services. You hereby indemnify Rich Vision India for any action or inaction on Your part which occurs consequent to or arises from the use of this payment mechanism including in respect of any decline of authorization for any transaction or for any direct or indirect loss or damage arising on account of such decline of authorization. You acknowledge that in the event the payment is declined, for any reason whatsoever, the order will stand cancelled and You shall be notified of such cancellation.

Rich Vision India undertakes not to utilise and share Your credit/debit card details with any third parties unless required for fraud verifications or by law, regulation or court order. You agree to be solely liable for the fraudulent use of such credit/debit card and the onus to "prove otherwise" shall be exclusively on You. You further confirm and undertake that You are aware and are in compliance with all the applicable laws including regulations, notifications, circulars, guidelines which may be issued by the Reserve Bank of India, Information Technology Act, 2000, amended from time to time, in relation to your use of the credit/debit card. Rich Vision India shall not be liable, for any reason whatsoever for Your failure, neglect or non-compliance of such applicable law. You hereby indemnify Us against any loss, expense, claim, damage or threatened claim or damage that may arise pursuant to your use of this Website, non-compliance with applicable law, usage of credit/debit card and any other act or omission on Your part which results in a liability or threatened liability on Us.

Fraudulent use of Website

Any fraudulent use of a credit/debit card or this Website and/or Services which causes any monetary loss to Rich Vision India as a result of Your action/inaction shall be recovered from You. Without prejudice to the above, Rich Vision India reserves the right to initiate legal proceedings against You for the fraudulent use of this Website or for any other unlawful act or omission in breach of this User Agreement. You hereby indemnify Rich Vision India against any damages, claims or other demands in relation to violation of any of Your obligations under this User Agreement and in relation to Your fraudulent use of the credit/debit card on this Website and/or Services provided thereunder.

Pricing and Availability

Rich Vision India reserves the right, at its discretion, to change the prices and availability of the products without prior notice. The price of each product represents the full retail price of the product, as per standard industry practice and is inclusive of all applicable charges, cess, levies and taxes, unless specified otherwise.

On confirmation of Your purchase order, the amount will be debited from Your credit/debit card and You will be duly notified that the payment has been processed, without prejudice to the right of Rich Vision India to accept or reject the offer. In the event of subsequent cancellation of the order, the amount will be refunded to You in accordance with the Cancellation and Refund Policy herein.

Rich Vision India has taken due care to ensure accurate product and pricing information on this Website. In the event there is any error in the pricing of the product or typographical error on the availability and product information, Rich Vision India shall have the right, at its discretion, to either contact You for instructions or cancel Your order and notify You of such cancellation.

Risk of Loss and Delivery of Products

The delivery of products which are purchased through this Website and the risk of loss related thereto shall be subject to the terms and conditions stipulated under Section 8 of the "Policies and Procedures" document.

The products purchased through this Website shall be delivered by registered courier service within five (7) working days of the purchase order. In the event the purchased products are not delivered to You within five (7) working days from the date of placing the order, You are required to contact Rich Vision India either by contacting the address mentioned under 'Contact Us' on the Website or sending an e-mail to care@richvisionindia.com. The details of the product dispatch order shall be sent to You on the e-mail id provided by You during registration on the Website. Please note that there is no minimum purchase order required for the delivery of products.

Cancellation and Refund Policy

The cancellation and refund policy for purchase of products on this Website is subject to the terms and conditions contemplated under Sections 2.4, 8.5 and 8.6 of the "Policies and Procedures" document respectively.

Rich Vision India reserves the right to refuse or cancel, at its discretion, any order of purchase, for any reason, without any claims or liability to pay monetary charges or interest on the amount. Your order maybe cancelled due to certain situations which include but are not limited to the limitations on availability of products for purchase, inaccuracies or errors in product description or pricing information, technical or technological problems, delivery location not being

serviceable by Rich Vision India and/or problems identified in relation to credit / debit fraud. In the event of cancellation of an order, or part thereof, You shall be notified of such cancellation. Any amount deducted from Your credit/debit card for such order shall be refunded to that particular credit or debit card account within fifteen (15) working days.

Electronic Communications

When you send e-mails to Us, You understand and agree that You are communicating with Us through electronic records. You agree to receive communications, including periodic newsletters, via electronic records by Rich Vision India, as and when required. You agree that all agreements, notices, disclosures and other communications that we provide to You electronically satisfy any legal requirement that is required of such communication in writing. You undertake to maintain Your e-mail address for all communications with Rich Vision India. If Rich Vision India is desirous of communicating with You, it shall send it to the e-mail address provided and updated by You and it shall be deemed to have been received by You once it is reflected as sent in the outbox of Rich Vision India's e-mail ID.

You agree and confirm:

1. That You will use the Services rendered by Rich Vision India for lawful purposes only. By accepting this User Agreement and using the Website and Services, You agree to be in full compliance with all the applicable laws, rules, regulations and guidelines.
2. That you are a resident of India, holding a permanent account number ("PAN") in India.
3. That You are solely responsible for not receiving the product or any inconvenience or delay caused thereto, on account of Your inaccuracy or mistake, including but not limited to You providing us with a wrong name or address or any other wrong information. Any losses incurred by Rich Vision India as a result of such inaccuracy or mistake may be claimed from You including cost of the courier agency and any other costs incurred.
4. That You will not interfere with the proper working of the Website or any Services related thereto, or with any other person's right to use this Website.
5. That You are accessing this Website and transacting at Your sole risk and are using Your best and prudent judgment before entering into any transaction through this Website including in relation to usage of the product etc.
6. That you shall be responsible for checking product description and other related information before placing an order. By placing an order for a product You agree to be bound by the conditions of sale included in the products description.

Use of Website

You shall not use or assist any other person to use this Website for the following purposes:

1. Disseminating, whether in electronic or non-electronic form, any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material;
2. Transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any relevant laws, regulations or code of practice;
3. Breaching any applicable laws;
4. Accessing, reproducing, distributing, broadcasting, displaying, storing electronically or otherwise, transmitting any content on this Website or part thereof, including but not limited to the products sold on the Website and intellectual property rights that are owned or controlled by Rich Vision India, for any unlawful use and/or selling such acquired content for a commercial gain, without Our prior written consent;
5. Accessing or attempting to access any account other than Your User Account or any other computer system;
6. Using or attempting to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to manipulate the software on this Website; and/or
7. Gaining or attempting to gain unauthorized access to any part or feature of the Website or any other systems or networks connected to the Website or to any server, computer, network, or to any of the services offered on or through the Website, by hacking or any other illegitimate means.

Governing Law and Jurisdiction

This User Agreement shall be construed in accordance with the applicable laws of India and the courts at Maharashtra shall have the sole and exclusive jurisdiction to entertain any disputes that may arise hereunder, subject to the dispute resolution mechanism in the succeeding paragraph.

Dispute Resolution Mechanism

In the event of a dispute between Rich Vision India and a Registered User arising out of this User Agreement, the dispute shall be referred to the Distributor Services Department. If the dispute is not resolved within 30 days, the matter shall be referred to the compliance department of Rich Vision India. The compliance department shall review the dispute and after providing an equal opportunity to both parties, make a final decision.

Reviews, Feedback, Submissions

All reviews, comments, feedback, suggestions, ideas, and other submissions disclosed, submitted or offered to Rich Vision India on or through this Website, any blog, Facebook, Twitter or any other such social media or networking platform or otherwise disclosed, submitted or offered in connection with Your use of this Website or purchase of the products (collectively, the "Comments") shall be and remain the property of Rich Vision India. Such disclosure, submission or offer of any Comments shall constitute an assignment to Rich Vision India of all worldwide rights, titles and interests in all copyrights and other intellectual property rights in the Comments. Thus, Rich Vision India owns exclusively all such rights, titles and interests and shall not be limited in any way in its use, commercial or otherwise, of any Comments. Rich Vision India shall be entitled to use, reproduce, disclose, modify, adapt, create derivative works from, publish, display and distribute any Comments You submit for any purpose whatsoever, without restriction and without compensating You in any way. Rich Vision India is and shall be under no obligation: (1) to maintain any Comments in confidence; (2) to pay You any compensation for any Comments; and/or (3) to respond to any Comments. You agree that any Comments submitted by You to this Website, any blog, Facebook, Twitter or any other such social media or networking platform or disclosed otherwise shall not violate this policy or any right of any third party, including copyright, trademark, privacy or other personal or proprietary right(s), and shall not cause injury to any person or entity, including Rich Vision India. You further agree that no Comments submitted by You to this Website shall be or contain libelous or otherwise unlawful, threatening, abusive or obscene material, or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam". Rich Vision India may not regularly review your Comments, but does reserve the right (but not the obligation) to monitor and edit or remove any Comments. You grant Rich Vision India the right to use the name that You submit in connection with any Comments. You agree not to use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of any Comments You submit. You are and shall remain solely responsible for the content of any Comments you make and You agree to indemnify Rich Vision India for and against all claims resulting from any Comments You submit. Rich Vision India takes no responsibility and assume no liability for any Comments submitted by You or any third party.

Copyright & Trademark

You agree and confirm that:

1. All copyright, database right and all other proprietary rights, title and interest in all content presented on this Website (including but not limited to the graphical images, text, video clips, reprographics, sounds, demos, patches and other files) ("IP") is owned by and/or licensed to Rich Vision India or owned by and/or licensed to the manufacturer of the products and is or may be protected or covered by copyright, trade mark, intellectual property law and/or other proprietary rights, unless expressly stated otherwise.
2. No extracts of this Website or part thereof shall be displayed, printed or downloaded by You or with Your assistance, for any reason, including without limitation to commercialise any IP in any way.
3. Your use of the Services or this Website does not confer on You or any other party, any licence or other rights under the intellectual property or other proprietary rights of Rich Vision India, the manufacturer of the products and/or any third party, whether implied or otherwise.
4. Rich Vision India shall not be held liable for any claims relating to infringement of any intellectual property rights in relation to the products and/or their content.

Objectionable Material

You agree to use this Website and the Services at Your sole risk and that to the fullest extent permitted under applicable law, You agree to waive, any legal or equitable rights or remedies You may have against Rich Vision India against the Services that may be deemed inaccurate, offensive, indecent, or objectionable to You.

Indemnity

By accessing this Website, You agree to defend, indemnify and hold harmless, Rich Vision India, its employees, directors, officers, agents and successors and assigns from and against any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon your actions or inactions, which may result in any loss or liability to Rich Vision India or any third party including but not limited to breach of any warranties, representations or undertakings or in relation to the non-fulfillment of any of Your obligations under the User Agreement or arising out of your violation of any applicable laws, regulations including but not limited to

infringement of intellectual property rights, non-payment of statutory dues and taxes, claims of libel, defamation, violation of rights of privacy or publicity, delay, misrepresentation or misinformation or loss. This clause shall survive the expiry or termination of the User Agreement.

Suspension and Termination

Without prejudice to any other right, Rich Vision India has the right, at its sole discretion, to terminate Your registration or restrict, suspend or block Your access to certain parts of the Services if there is a breach of the terms of the User Agreement or if there are reasonable grounds to believe that You have breached any of the terms under the User Agreement or any other agreement that you may have entered into with Rich Vision India or breach of any obligations thereunder.

You understand that consequent to termination, You will not be allowed to access the Services provided on the Website, unless otherwise agreed or permitted in writing by Rich Vision India.

Limitation of Liability and Disclaimers

Rich Vision India has taken all measures to ensure that products available on this Website are correct and of high quality. We shall not be liable for any typographical error in the product description or availability or for any technical error which you may experience on this Website. Rich Vision India shall not be liable in any form or manner whatsoever for the products and the intellectual property rights in relation to the products on this Website. This disclaimer constitutes an essential part of the User Agreement.

To the fullest extent permitted under applicable law, Rich Vision India shall not be liable for any indirect, incidental, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses arising out of or in connection with this Website, the Services, the use of the products or the User Agreement. Without prejudice to the generality of the foregoing, you agree that the total maximum liability of Rich Vision India to You for all liabilities arising out of this User Agreement, use of the Website, the Service and/or the products, whether in tort or contract is limited to the value of the product purchased by You.

Entire Agreement

If any part of the User Agreement are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed to be superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the User Agreement shall continue in effect. Unless otherwise specified herein, this User Agreement constitutes the entire agreement between you and Rich Vision India in respect of the Services. Rich Vision India's failure to act with respect to a breach by You or others does not waive its right to act with respect to subsequent or similar breaches.

Personal Data

The Privacy Policy and additional provisions in this User Agreement govern use of Your personal data.

Force Majeure

Rich Vision India shall not be held liable for any of its obligations under the User Agreement due to reasons beyond its control such as down time of servers, viruses, strikes, natural calamities, acts of war, terror etc. You agree not to hold Rich Vision India liable for any delay or adverse effect caused due to the occurrence of such an event.

Changes to the User Agreement

Rich Vision India may at any time modify and/or amend the terms of this User Agreement without any prior notification to You. In the event of any such modification of or amendment to the User Agreement, the latest revised version of the User Agreement shall be posted on the Website and shall become effective from the time of posting. You must regularly review this User Agreement and in the event the modified or amended terms and conditions of the User Agreement are not acceptable to You, You should discontinue using the Service and any other services offered on and/or through this Website. Your continued use of the Services and/ or Website will constitute Your acceptance of the latest revised User Agreement.