

TERMS AND CONDITIONS

SECTION 1:

1. Each field in this Direct Seller Application (the “**Application**”) is mandatory and required to be filled in English by the applicant himself / herself who wishes to be appointed as Independent Direct Seller (also called ‘**Independent Distributor**’) of **Eternity Core Lifestyle Private Limited** . There is no sign up fees and signing up as Independent Distributor is free of cost.
2. By filing this Application, the applicant undertakes to be abide by the subsequent terms and conditions read with the policies of the Company and the Consumer Protection (Direct Selling) Rules, 2021 published by the Ministry of Consumer Affairs, Food and Public Distribution (“**MCA**”) in Official Gazette dated 28th December, 2021 (“**Rules**”) including any further amendments, modification, or enactment, re-enactment of new legislation by Government of India. I shall sign and submit Independent Distributor Contract with the Company alongwith my application.
3. This Application constitutes valid offer within the meaning of Section 10 of the Indian Contract Act, 1872, of the undersigned, addressed to Company to enter into an Independent Distributor Contract with Company under the subsequent Terms and Conditions specified.
4. The Independent Distributor of the Company understands that he/she is not an employee of the Company Eternity Core Lifestyle Private Limited, and there is no relationship of employee-employer between the Independent Distributor and the Company. The Independent Distributor of the Company shall be considered as an Independent Business Person starting the business with his / her free will and consent without any pressure, force or persuasion from anyone.

SECTION 2:

1. The Independent Distributor understands that the Company is a direct-selling company dealing in ready-made garments, fashion apparel and accessories. There is no membership fee, joining fee or renewal fee in the Company. The Independent Distributors only pay for products and get a tax-paid invoice against their purchases.
2. The Independent Distributor of the Company is above 18 years of age and has submitted true information and valid documents in support of his / her particulars and that the Independent distributor undertakes full responsibility for the genuinity of Identification Documents being submitted.
3. The Independent Distributor hereby authorize the Company to conduct e-KYC of his / her PAN, AADHAR, VOTER ID and Bank documents as submitted by him with the Company. I also agree and unconditionally authorize the Company to send communication which will override DND registration.
4. The Independent Distributor of the Company certifies that the details filled in the Online Distributorship Application (e-Form) on the Company’s website for new Independent Distributors have been filled-in correctly and have been thoroughly verified. Further, he / she takes full responsibility for any errors or omissions in these details. The responsibility for correctness of these details will be both of the existing distributor as well as the prospective distributor.
5. The Independent Distributor of the Company shall be liable to run his/ her business with due sincerity and honesty, fair and in transparent manner in the best interest of both the parties. He/ she shall be further entitled to expand his/her personal business by legal and ethical means only.
6. The Independent Distributor of the Company shall not indulge in any illegal activity which could cause harm/damage/loss to the Company and further shall not sway other Independent Distributors by any means, including by reducing the retail prices of the goods.

7. The Independent Distributor of the Company shall not force any new distributor / prospect to buy the goods from the Company and shall explain to the prospect the business plan of the Company in the fairest and transparent manner. He / she shall also educate each prospects about the Returns and Refund Policy of the Company.
8. The Independent Distributor of the Company shall not claim himself / herself to be the Director / Officer or Franchise Owner of the Company. Neither the Independent Distributor of the Company shall claim that he / she has an agency of the Company and that he / she could make any other person also an agent of the Company.
9. The Independent Distributor of the Company shall not disclose the confidential plans of the Company to any other adversary or competing Company and shall also not participate in any illegal business transactions or activities so as to cause loss to the business or reputation of the Company. The Independent Distributor shall also not exaggerate or manipulate the prices / quality / ranking / perfectness or stock conditions in order to sell the retail goods successfully.
10. The Independent Distributor of the Company shall ensure complete secrecy of his / her Online Control Panel and the data contained there-in; also he / she shall not share personal login / password with any third-party, company or any other un-related individual or party whatsoever.
11. That the Independent Distributor of the Company shall not use the Company's name or the name(s) of any of its brands to advertise through any media (including but not limited to press, television, radio, Internet, etc.), to wrongfully give an impression that the Company provides any kind of regular jobs or accommodation, etc. Further, the Independent Distributor or the Company cannot use the logo, name, address, etc. of the Company or any of its associated brands or branches for any means whatsoever without prior written agreement with the Company.
12. The Independent Distributor of the Company shall not transfer the business supplement to obtain the benefit of retail store and shall also not sell the goods at a price lower than the retail price in any of the retail stores. Further, the Independent Distributor shall not list and sell products of the Company through any online / offline platform such as retain shops or online stores.
13. The Independent Distributor of the Company shall be restrained from relabeling / repackaging the retail goods in a manner similar to that of the Company and shall not infringe the copyright of the Company or its suppliers in whatsoever manner.
14. The Independent Distributor of the Company shall not promote the goods of any other Company doing the business similar to the Company and shall not persuade the customers to purchase products of other such companies and further shall not sponsor them to approach other Direct Selling Companies.
15. The Independent Distributor of the Company shall not damage the reputation of the Company or its Administrators, Staff or Distributors and shall not put his/her signatures (forgery) on any document so as to interfere in the administrative work of the Company.
16. The Company reserves the absolute rights of admission in its premises. While visiting the Company premises, the Independent Distributors and prospective distributors are required to carry appropriate Identification Documents at all times and they may be physically frisked by security guards at any time in the Company premises.
17. The Independent Distributor of the Company understands that all distributors will be treated equally and at par by the company, regardless of their Business Volumes, Ranks, etc. Distributors having higher business volumes cannot seek special privileges or treatment by the company and its staff, etc.
18. The Independent Distributor of the Company shall not claim himself / herself as friend / associate / acquaintance of the Administrators / Directors / Staff of the Company in order to show special privilege and thus claim to affect the business prospects.

19. The Independent Distributors of the Company shall not form unauthorized union and defame the Company or other distributors or sway their distributors or interfere in the working of the system in whatsoever manner. No Independent Distributor shall cause damage to the market reputation of the Company so as to cause business loss of the Company.
20. The Independent Distributor undertakes that he / she will not do business with the company under more than one ASID by falsely giving separate or fake IDs, Address or Age Proofs and / or concealing their identity or by using different names and shall not run two networks simultaneously.
21. The Independent Distributor of the company declares its 'Conflict of Interest', that he / she has no "personal" links, acquaintance or relations of any kind with any of Company's staff members or their families / relations. In case there is an existing relationship or acquaintance, it must be declared prior to starting business with the Company, and the Company management will authorize such distributorship requests in its own discretion. Breach of these terms will automatically terminate the distributorship.
22. The Independent Distributor of the Company shall not restrain any distributor to do business in his/her particular but legal and ethical way and shall also not restrain him / her from leaving the network or encourage him / her to leave the Company.
23. That in case of termination of his / her distributorship as per the provisions of Independent Distributor Contract, the Independent Distributor of the Company shall be entitled to receive his/her bonus in the following month when his/her distributorship ceases. He/she shall not be entitled to receive premiums, bonuses, royalty or commissions of any levels generated thereafter, but shall be given the proportional profit acquired prior to the termination of Distributorship. Any future bonus / profits / royalty / commissions shall be deemed to be cancelled. Further, in case the termination of a particular Independent Distributor of the Company negatively affects the commission levels, profits, royalty, etc. of other existing distributors, then any pre-paid additional amount shall be recovered from the said Independent Distributor(s) as per the business plan, rules and regulations of the Company.
24. The Company shall be entitled to cancel / terminate the distributorship of any Independent Distributor in case it is proven that he/she has failed to comply with the terms and conditions as set out herein or if there is any case against the said Distributor of the Company in any Court of Law which may prevent him / her to continue with the business or which may harm the Company's reputation or good-will. The final decision in this regard shall solely be vested with the Company's Administration / Management. The Company may disable the distributorship of the Independent Distributor at its sole discretion if the Independent Distributor fails to comply with the terms and conditions mentioned here or in the Independent Distributor Contract and in such circumstances also, no distributor benefits, commissions, royalty, etc. shall be provided to the such distributor.
25. The Independent Distributor of the Company will make the purchases from the money belonging to him / her and not by availing any kind of loan from any person, Bank or financial institution. Further, he / she will not force or persuade any other new entrant / existing distributor to take loan from any person / Bank / Financial Institution or assure them that loan can be arranged for them at low interest rates. The Independent Distributors shall make it sure that the prospective distributors have the permission of their parents / guardians / family before making any purchases with the Company.
26. There shall be no cash dealings with any third party for and on behalf of the Company on any account whatsoever. Any products being sold by the Independent Distributor to the customer must be accompanied with proper invoice.
27. Unless agreed otherwise in writing, the business and associated benefits are non-transferrable to any third person. Effective from September 05, 2026, Business License ("ASID") of Independent Distributors can be transferred only to their nominee registered by them with the Company, subject

to the terms and condition of '**Independent Business Owner's License Transfer Policy**' of the Company as amended from time to time.

SECTION 3:

1. That the Independent Distributor will not misguide prospective distributors by persuading him / her to purchase bulk products which he /she is not able to sell in stipulated time or purchase lesser stock & increase the purchase gradually. He / she isn't liable to purchase a definite amount.
2. The Independent Distributors shall not mislead any prospective distributors by misrepresenting facts about the Company. He / she will not make any false promises related to making quick and easy money and also not adopt any mischievous means to bring new prospective distributors. Further, the Independent Distributor of the Company fully understands that his / her income is earned in the form of discounts / commissions from the Company and is not his / her regular source of income, neither have they been promised or committed any such thing by the Company, its management, staff, any existing distributors, etc. nor have they been induced so on behalf of them for making such purchases which would yield them any regular income.
3. The Independent Distributor of the Company fully understands the Cooling Off period available to the Independent Distributor during which the Independent Distributor can terminate his / her contract with the Company.
4. The Independent Distributor fully understands about the Return and Refund Policy available with every purchase being purchased from the Company and undertakes to be abide by the same. Any product returns would be accepted strictly as per the Return and Refund Policy of the Company, provided they are in perfect saleable condition (unused, undamaged, sealed in their original packing) with all tags and labels. The return and refund shall be governed as per the Return and Refund Policy.
5. The Independent Distributor is fully aware about Return to Origin (RTO) Policy of the Company. He / she undertakes to accept the delivery of the products ordered by him / her.
6. The Independent Distributor is aware about the Customer Care number, email ID and have all details about the grievance redressal mechanism of the Company.
7. The Independent Distributor of the Company himself / herself shall be liable for the payment of all taxes / fees, etc. to appropriate Government authorities, payable in connection with or incidental to upon becoming an Independent Distributor of the Company.
8. The Independent Distributors shall not be entitled for any costs incurred on new prospects for training, advertising, social engagements or other such programs. The Independent Distributor of the Company shall not pay to or charge from anyone unofficially in the name of training, promotion in network or for any favour or purpose whatsoever. Distributorship shall be terminated forthwith in case of breach of these terms.
9. These terms and conditions shall be applicable to all the Independent Distributors of the Company and the Company shall be entitled to amend the same without any direct personal notice other than an official notification regarding the said amendments.
10. The Independent Distributors understands that the Company do not promote the cash transaction and strictly adhere to the norms by RBI, and therefore all the payments and refunds are done through NEFT, RTGS, and other electronic transaction methods.
11. The Independent Distributors have read and understood these terms and conditions and ensure that the same will be cascaded to every prospect in clear, crisp, transparent and fair manner in their mother tongue.

SECTION 4:

I have read and understood the above terms and conditions mentioned in Section 1 to Section 3 and hereby unconditionally and irrevocably confirm the following:

1. I am providing my personal information and interested in enrolling myself as independent Distributor with Company and the Sponsor has agreed to use his/her ASID for the same.
2. I am also aware that the Company is not providing any job to me and also understand that the Company deals in quality products by using direct selling strategy to promote and sale of its products through its Independent Distributors. I also understand that Company never provide any investment opportunity or offer guaranteed income or return.
3. I confirm that I am aware about the business opportunities with the Company where I can purchase the products in multiple tranches as per my own flexibility for self-consumption or resale.
4. I understand that there is no joining, training or renewal fees and I have not paid any sum to anyone including the Company on account of my joining, training, or renewal as an independent Distributor of Company.
5. I am aware that business incentives shall be payable to me on sales of products and not by enrolling new members.
6. Decision to do business with Company is solely vested in me and by joining Company as independent Distributor I have not been forced, misled or coerced to make any purchase of the products.
7. I understand that my appointment as independent Distributor of Company will be on principal to principal basis and I am aware that I am neither employee nor an agent of Company.
8. I have been Provided with and I have undergone free Orientation Program which has provided fair and accurate information on all aspects of Company's direct selling operations, about free joining, its incentives system, policies on Returns and Refund, Return to Origin, expected business incentives and related rights and obligations as governed under the policies of Company read with the Rules of Ministry of Consumer Affairs, Food and Public Distribution, as amended or modified from time to time;
9. I am aware and understand that GPG orders are non - cancelable and non-refundable. I will be able to cancel the GPG orders and get the refund as per **Returns and Refund Policy** of the Company only if I, at my sole discretion, choose to quit the business and discontinue my association with the Company.
10. I further understand that this application and any ensuing Company Distributorship upon acceptance of this application by Company shall be subject to the above Terms and Conditions, my Independent Distributor Contract and other applicable policies of the Company including the constituent documents as amended from time to time.
11. I confirm and undertake to keep my details updated with the Company in case of any subsequent change in future.
12. I understand and agree that my information provided in connection herewith shall be used in accordance with applicable laws in India.
13. I have read and understood the business guidelines and code of ethics of the Company and I shall be abiding by them.
14. I am signing this application under my own free will and the information are true and correct.
15. I agree to sign each page of the Form and Direct Seller's Contract for sending it along with self-attested copy of AADHAR, Cancelled Cheque or Bank Passbook, domicile certificate (in case of resident of J&K), to the Company at address mentioned on application form within 10 days from the date of sign-up.

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16. I am aware that the Distributorship with the Company shall be subject to receipt of complete Documents and successful verification. The Company reserves the right to reject the application for any reason and to terminate or revoke distributorship for any reasons including but not limited to provision of incomplete, inaccurate, false or misleading information.
 17. I hereby grant my consent to the Company for conducting e-KYC for authentication of my documents including AADHAR, VOTER ID and PAN.
 18. By signing up, I expressly authorize the Company, which will override my DND registration, to send communications on my mobile.

NOTE: The original English version of these terms and conditions may be translated into other languages. The translated version is a courtesy and office translation only and no rights can be derived from the translated version. In the event of a dispute about the contents or interpretation of these terms and conditions or inconsistency or discrepancy between the English version and any other language version of these Terms & Conditions, the English language version to the extent permitted by law shall apply, prevail and be conclusive.