

Terms and Conditions

MI LIFESTYLE MARKETING GLOBAL PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its Registered Office in Chennai, hereinafter referred to as "the Company" or "Mi Lifestyle" or "we" whichever is appropriate. The Company is inter-alia into the business of Direct Selling of various products such as White Goods, Consumer Durables, Cosmetics, FMCG, Health Products, etc., The Company exclusively uses website to display the details of the products, marketing methods, business monitoring, while uses the word of mouth publicity to promote and create awareness about the company and its products.

The Company does appoint freelance Independent Distributors across the country for marketing and sale of products. Interested individuals/body corporates can order the products upon they being satisfied with the quality and services they can become a freelance Independent Distributor (herein after may be referred as "Distributor") of the company, if they wish to by applying for the same in the prescribed form and thereby accepting the Terms and Conditions mentioned. Mi Lifestyle doesn't collect any Registration Charges and are absolutely FREE AND EASY to get enrolled as Customer/Registered Distributor.

Before filling the application form, the intending Distributor is advised to go through the terms and conditions mentioned herein below thoroughly along with those mentioned in the official website of the company during placing an online order and subject to such terms and conditions shall append their signature by way of marking tick in the column provided as a token of their acceptance of the terms and conditions mentioned therein.

I. DEFINITIONS

The following words used in these presents shall have the meaning as defined hereunder:-

- a. Company—Means Mi Lifestyle Marketing Global Private Limited.
- b. Consumer— Consumer means and includes individuals/body corporate (including Partnership Firms) who purchases products from the Company.
- c. Independent Distributor - Independent Distributor is the individual person/body corporate (including Company/Partner Ship firm, proprietary concern) who is competent to enter into contract as per the Indian Contract Act provided, such interested person has purchased products from the Company and opted to Participate in Business opportunity.
- d. He/she - Shall mean and include male, female, and body corporate, partnership firm who applies for the Distributorship of the Company.
- e. Product -Shall mean and include all the products marketed by the Company from time to time.
- f. Manufacturer-Means and include Manufacturers of the products marketed and sold by the Company from time to time.
- g. MRP - Means and includes Maximum Retail Price printed over the price tag appended to the products.
- h. Facilitation Fee - Facilitation Fee is the amount/income an Independent Distributor may earn by marketing/referring the products of the Company.
- i. Unique ID - Means unique identification number issued by the Company to the Consumer/Independent Distributor and is issued to Independent Distributor as a token of acceptance of his/her application seeking for distributorship for the products of the Company.
- j. Password - Password means, unique code allotted to each of the Consumer/Independent Distributor to allow them to log on to the website of the Company.
- k. Website Means website of the Company www.milifestylemarketing.com, www.indiashoppe.com or any official website (including through mode of mobile app) communicated through official communication channels of the company. Mi Lifestyle has developed business brands within itself, each of which is a separate business identity in itself-
MI LIFESTYLE— Direct Selling Business Opportunity (www.milifestylemarketing.com)
INDIA SHOPPE— Product Development, Retailing and Distribution (www.indiashoppe.com)

II. THE APPOINTMENT AND UNDERSTANDING

- A. The Company upon scrutiny and verification of the Application may consider the Applicant as an "Independent Distributor" for the products marketed by the Company.
Independent Distributor shall enjoy the following privileges after such recognition.
 - i. No territorial restriction to market the products, but limited to India.
 - ii. Company shall maintain sales account of the Independent Distributor and shall be made available for viewing through their website.
 - iii. An Unique ID and password shall be awarded to facilitate viewing of their respective business account.
 - iv. There shall be no specific targets; however earnings shall be in proportion to the volume of sales done by the Independent Distributor by self or through team as stipulated.
 - v. Distributorship may be awarded as a privileged consumer with no deposit, but subject to accepting terms and other conditions.
 - vi. Distributorship is awarded without any commitment/or promise from the company in terms of possible earning potentials.
- B. The Independent Distributor, upon appending his/her signature by way of marking tick wherever asking to read the Terms and Conditions and to confirm and upon confirming through online in the company's official website, shall be deemed to have accepted the Distributorship as independent distributor and hereby covenants as under;
 - i. That he/she has clearly understood the Business Opportunity, marketing program, the compensation plan, its limitations and conditions and, he/she is not relying upon any representation or promises that is not set out in this term and conditions or other officially printed or published materials of the company.
 - ii. Shall act as an independent body and shall not commit any misfeasance or malfeasance to create any liability/obligation over the company of whatsoever nature.
 - iii. An Independent Distributor is not an Agent/Employee or any other Legal representative of the company or its service providers.
 - iv. He/she has attained the age of majority and is competent to enter into a contract as provided in the "INDIAN CONTRACT ACT". Necessary proof thereof shall be submitted as and when required by the Company.
 - v. Independent Distributor hereby undertakes not to accept cash from any new consumer introduced by him/her for buying the products and discourage his/her team members from accepting cash from any buyers or from other Distributors.
 - vi. Distributor contract: It includes the following:
 - i) The Distributor Application Form;
 - ii) These Terms and Conditions forming part of Distributors Application;
 - iii) The Code of conducts of Milifestyle;
 - iv) Milife Refund policy;
 - v) Quality Assurance Standards;

III. GENERAL TERMS

- i. The company under no circumstances will accept payment in cash for product Sales.
- ii. The company may appoint any Third Party for Collection/distribution services. Independent Distributor is required to visit the company's official website from time to time to know such an appointment and avail facilities such as walk in to their outlets and make Payment and collect a valid receipt and products from them.
- iii. The Products can be ordered online through our website and the payment in the form of demand draft favoring "MI LIFESTYLE MARKETING GLOBAL PRIVATE LIMITED", Payable at CHENNAI, has to be sent / submitted at our authorized outlets, against which the products ordered will be delivered to the purchaser/authorized person. If the payment has been done through Credit Card/Debit Card using payment gateway process or through Terminal Swiping machine, the same or the front side photo copy of the 'same has to be presented with the ID proof, at the time of product delivery, by the purchaser either while collecting the product from the delivery outlet or while product getting delivered at the purchaser's delivery address. The Product can also be purchased through E-Wallet.
- iv. All consumers/Independent Distributors before ordering online or making the payment are advised to physically look and feel the products that are available for demo/display at our locations, as such the images shown in the company's website / printed materials or through, any other mode by the company is only for reference and the actual product may vary.
- v. Neither it is compulsory nor mandatory to participate in the business plan of MI LIFESTYLE and Purchasers who wish not to join the business can opt to do so by checking the "Free & Optional Business option" box during registration process. You will however, need to provide the direct / enroller details (without which products can't be purchased as such Company take every possible steps to make the purchaser understand about the company, products, policies, etc., and also to make ensure that the purchaser is properly guided to buy MI LIFESTYLE products or before entering in to MI LIFESTYLE Business Opportunity) and such purchaser will be termed as "Consumer".
- vi. Independent distributors may refer new customers through 'Customer Registration Process'. However, these customers will not exist in the Business Opportunity system (genealogy/distributor) network. The customers will buy products of their choice at the given MR P Price; respective BVs will be accounted as self-BVs of their introducing distributor. The consumer is not entitled for any Facilitation Income or monetary benefits from the company, but they will have all rights as a consumer and privileges being a registered consumer.
- vii. A consumer who has purchased the products from MI LIFESTYLE, can choose to join the business opportunity free of cost, which he/she can do so by confirming from his/her Business centre login (where in access will be provided for 30 days, within which they need to confirm and beyond that he/she needs to contact the company's customer care department with all his/her purchase information to re—activate his/her business centre, so as to understand whether the consumer has got the required information about the company, before entering in to a Business Opportunity).
- viii. The Independent Distributor will be eligible towards facilitation fees or income, as per the volume of sale of products/ business done by him/her, subject to the eligibility norms formulated by the company from time to time. The company does not guarantee/assure any facilitation fees or income to the distributor on account of becoming just a mere "distributor" of the Company.
- ix. Unique ID has to be quoted by the distributor in all his/her transactions and correspondence with the company. The Unique ID once chosen cannot be altered at any point of time.
- x. No communication will be entertained without unique ID and basic information, if he/she is contacting company other than logging in online. Distributor shall preserve the ID properly as it is before logging on to website.
- xi. There is no deposit or any charges for becoming a Distributor of Milifestyle Marketing Global Private Limited. However to maintain the Privilege Distributor, Distributor needs an product purchase of Rs.5,000/-
- xii. Distributor shall also provide reasonable "after sale" support to Product purchasers and generally perform such sales related activities as are reasonable to promote the Products and the goodwill of the Company in the Territory;
- xiii. The Distributor shall not sell any Product for a price exceeding the Maximum Retail Price mentioned on the labels of the products.
- xiv. TDS and any other applicable charges will be deducted by the Company as per the prevailing norms at the time of making payment.
- xv. Those Distributors who are not achieving their minimum monthly purchase obligation for last 12 month, the said Distributorship will be Terminated/blocked.
- xvi. Independent Distributor Undertake to adhere to policies, procedures, rules & regulations formed by the company.
- xvii. The distributor shall be faithful to the company and its co-distributors and shall uphold the integrity and decorum of the company and shall maintain good relations with other distributors and other clients. The Distributor understands that, the company shall be at liberty to accept or reject his/her application to become a distributor.
- xviii. The Company reserves its right to modify the terms and condition, products, plans, 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 upon the Distributor from the date of such publication.
- xix. The Company does not collect any membership charges or Registration Fees.

IV. PRICES / PAYMENT

- a. The Updated Products and their Price lists are available on the company's official website and the amount to be paid (only after complete satisfaction with the description/ features available on the website and if possible, the physical verification of the product can be had by the purchaser by visiting our authorized outlets) by way of Bank Demand Draft favoring "MI LIFESTYLE MARKETING GLOBAL PRIVATE LIMITED" payable at "CHENNAI" or through online payment gateway or swiping machine option or E-Wallet while placing the order.
- b. It is mutually agreed between the parties that the Consumer/Independent Distributor if satisfied about the product package ensure that the amount towards such product should reach the company's branch/authorized outlets within 30 days from the date of ordering the same online. In case the Product Purchaser fails to make payment within the aforesaid 30 days period to the company, it is up to the company's discretion either to accept the payment on the norms prevailing at that point of time or that this Agreement stands terminated and will be deemed as null and void.
- c. It is mutually agreed between the parties hereto, that the company is at liberty to change / modify the quantum of product cost payable under this Agreement in future or provide for additional Product/ Services at such additional cost as may be determined by the company.
- d. The company offers 30 days money back guarantee, from the date of receipt of payment, in case of unsatisfied with the product, provided its in unused condition and as per Returns Policy.
- e. The product rates and specification is also subject to change and may vary from time to time.
- f. The company will not be responsible for any loss or damages if caused due to any technical error in the web links provided in the website, payment gateway, typographical errors etc.

V. PROHIBITIONS

- i. Distributor is prohibited from listing, marketing, advertising, promoting, discussing, or selling any product, or the business opportunity on any website or online forum that offers like auction as a mode of selling. Please refer to code of conduct of our Distributor Policies and Procedures for complete details.
- ii. The Distributor is prohibited from committing such acts, that may be detrimental to the business of other Distributors selling the company's products, and/or in any which way disrupt the market of other Distributors for selling the company's products, including but not limited to sale of products below MRP on e-commerce platforms such as Flipkart, Shopclues, Snapdeal, Amazon, among others, falling which the distributorship is liable to be terminated.
- iii. Once a distributorship is terminated, he / she cannot enter into any of the company premises/meeting locations and his / her facilitation fee/ his / her name would be removed and he / she would not be entitled to receiving any fees going forward immediately.
- iv. The distributor hereby undertakes not to compel or induce or mislead any person with any false statement/promise to purchase products from the company or to become distributor of the company.

VI. DUTY AND CONFIDENTIALITY

Parties shall maintain confidentiality with respect to company's information including but not limited to company's policies, product details, facilitation fees etc., save and except to the extent that is required for furthering sale of products;

VII. SPECIAL CONDITIONS

Notwithstanding anything stated or provided herein, the company reserves its right 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. Differences if any on such amendment shall be expressed/intimated in writing to the company within 7 days from the date of such amendment. In the absence of receipt of written objection, if any within such stipulated period, all such amendments to the agreement shall be considered as carried with the consent and thereafter any objection/difference shall be considered as waived/surrendered unconditionally.

VIII. GRIEVANCES

New and improve customer care processes to handle distributor's grievance timely and efficiently. We have assigned different email ID to handle grievance related to different departments.

Departments
DepartmentsGeneral/ID Card/Photo Updation/ Facilitation Fee Queries
Bank details updation
PAN details updation
KYC details updation
BOP Related Queries

Email ID's
info@milifestylemarketing.com
milifeneft@milifestylemarketing.com
milifepan@milifestylemarketing.com
milifekyc@milifestylemarketing.com
caremilife@milifestylemarketing.com

IX. TERMINATION

The Company reserves its rights to terminate the Distributorship for any reason not limited to the breach of terms as stipulated herein.

X. FORCE MAJEURE

The Company shall not be liable for any failure to perform its obligations 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.

XI. RECOURSE AND LEGAL APPLICABILITY

- i. The terms and conditions stipulated in the forgoing paragraphs shall be governed in accordance with the laws in force in India. Disputes, if any, shall be subject to the exclusive jurisdiction of the courts in Chennai.
- ii. If any dispute or difference arising out of or in relation to these presents, the same shall be referred to a sole arbitrator appointed by the Company. Arbitration in such event shall be conducted as per the "Arbitration and conciliation Act, 1996" as amended from time to time. Venue of such Arbitration shall be Chennai and Language shall be English.

Declaration/Affirmation

Solemnly affirm and declare as follows:

1. That I have read and understood the terms and conditions for 'Independent Distributorship' of the Company.
2. I have also gone through the company official website, printed materials, brochures and convinced about the business and I have applied for the Distributorship on my own volition.
3. I declare that I have not been given any assurance or promise by the company or by its distributors as to any income on account of the product purchase made by me. However I am made to understand that I will be eligible for income/facilitation fees depending upon the volume of business done by me, as per terms and the Company reserves the right to change the Business Plan at any point of time.
4. I undertake not to misguide or induce any one I shall not misguide anyone and appraise them the terms and conditions for anyone to become a distributor 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 to purchase the product as Consumer/to do the distributorship business.
6. I hereby agree to submit all disputes to arbitration as provided in the terms and conditions of the company. The below point you may remove, as its related to printed application form and not required to mention in online; IN witness whereof I herein have signed this Declaration/Affirmation this day of _____ 20 __ in presence of the following witnesses.

Introducer
Signature
<Name>

Distributor
Signature
<Name>