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AHINSA PRACHARAK TERMS & CONDITIONS

These Terms & Conditions and any and all documents referred to in them (the “**Terms**”) stipulate the Vidhyanjali Ahinsa Sondarya Pvt Ltd (“**Vidhyanjali**”) rules, principles and rights & obligations for Ahinsa Pracharak (“**AP**”) and constitute, when you accept them, a binding agreement between Vidhyanjali registered under Companies Act, 2013 CIN no U74999MP2017PTC043013 (“**Vidhyanjali**”, “**us**”) and you (“**you**”, the “**Ahinsa Pracharak**”). We therefore advise you to print or save and retain a copy of these Terms.

We reserve the right to revise these Terms. The date of the latest update may be found at the end of the Terms. We will inform you of such changes as explained in these Terms. However, you are advised to keep yourself up-to-date with any such changes.

1. DEFINITIONS

The following definitions are used throughout these Terms:

- 1.1. **APAF:** shall mean the Ahinsa Pracharak Application Form that is required to be signed for becoming an AP ;
- 1.2. **Code of Conduct:** the set of binding rules, constituting part of the Vidhyanjali Code of Ethics, Vidhyanjali Brochure governing the behavior of the APs towards Vidhyanjali, towards Customers and towards other APs;
- 1.3. **Customer:** any natural person, who purchases Vidhyanjali Products from a registered AP/ Vidhyanjali office and who, while doing so is acting wholly or mainly outside his/her trade, business, craft or profession;
- 1.4. **Vidhyanjali Catalogue, Catalogue:** a paper or electronic brochure issued periodically by Vidhyanjali that includes Vidhyanjali Product offers and their retail prices;
- 1.5. **Vidhyanjali Product:** products made available by Vidhyanjali to its APs, and Customers;
- 1.6. **Vidhyanjali Brochure:** it is a document containing Vidhyanjali philosophy, the sales and marketing plan, website rules and guidelines and general guidelines;
- 1.7. **Vidhyanjali Trademarks:** the name Vidhyanjali, the Vidhyanjali logo and the names of the products or the product ranges produced by us;
- 1.8. **Prices:** the prices of the Vidhyanjali Products set by Vidhyanjali and displayed on the pricelist valid at the time of placing of the purchase order;
- 1.9. **Territory:** shall mean the territory of India;
- 2.0 **Personal Data:** the details provided by you upon your registration as an AP with Vidhyanjali as well as any additional information about you that you may provide us with from time to time;

2. REGISTRATION AND MEMBERSHIP

- 2.1. You will be registered as a Vidhyanjali AP after we have received your request online (<http://vidhyanjalionline.in>) and you have uploaded your correct IDs. The conditions of your acceptance as a Vidhyanjali AP are stipulated in the Code of Ethics.
- 2.2. An applicant must be at-least 18 years of age to be an AP.
- 2.3. Both you and Vidhyanjali may at any time terminate your membership as stipulated further in the Terms.
- 2.4. Your membership will expire immediately after 1 year from the date of last order placed.
- 2.5. The membership is personal to you and cannot be assigned or transferred to any other person without our prior written consent and as provided.
- 2.6. Upon your registration:
 - You will be entitled to buy Vidhyanjali Products in accordance with these Terms as well as use the other benefits set out in the Code of Ethics;
 - You will be obliged to adhere strictly to the rules of these Terms including the rules of any documents referred to in them.

3. RIGHT OF WITHDRAWAL (COOLING OFF) AND EFFECTS OF THE MEMBERSHIP RESIGNATION

- 3.1. You can at any time resign your membership by sending us a written notice of same.
- 3.2. If you resign within 30 days (cooling off period) from the date of your registration we will accept the return of all Products bought by you and refund you the money. For reasons of safety and hygiene we may refuse to accept Products that have been unsealed or are not in saleable condition.
- 3.3. If you resign at any later time except in case of violation of the Terms, upon your request, we will repurchase all Products from you, subject to the following conditions: • returns must be made within 1 month from date of purchase, and will be refunded at 90% of the original net price paid after deduction of any payment we have made to you in relation to the purchase of these Products; and • the returned Products must be marketable, meaning that they have not been used, opened or tampered in anyway; they have not passed the expiry/ best before date and they are still featured in our Catalogues/ websites

4. OBLIGATIONS

- 4.1. You agree to have read, understood and signed and shall abide by the Code of Ethics, the Privacy Policy and Guarantee of Excellence Claims Policy as provided to you and that is also available at <http://vidhyanjalionline.in>.

5. ORDER/PAYMENT

A. PLACING AN ORDER

- 5.1. You may place orders from the Catalogue / website by selecting the Products you wish to buy. Placing of the order is considered to be an offer made by you to us to buy the selected Products.
- 5.2. An order is considered to be placed when the following steps have been completed:
 - if ordering online, you have selected the Products you wish to purchase by using the option “add to shopping cart”; you may at any time review and modify the content of the shopping cart by changing the quantity of Products, deleting Products or removing the entire content of the shopping cart;
 - you have provided the Personal Data necessary to allow delivery and have accepted that we can use this data for the purposes set out in our Privacy Policy; and
 - You have selected your preferred method of delivery and payment.
 - You have paid in full as per your order and the tax invoice.
- 5.3. Once your online order is placed, it cannot be changed.
- 5.4. We may refuse to accept your order without stating a reason for rejection. We will refund in full any payment you have already made in such condition.
- 5.5. In addition to the order confirmation you will receive details of the Products shipped to you and all other necessary information.
- 5.6. If you order online, please note the following:
 - the contract may only be concluded in English and not in any other languages;
 - Vidhyanjali subscribes to the codes of conduct set out in clause 10 of the Terms.
- 5.7. Orders completed and paid for cannot be cancelled by you, except as described in clause 6.
- 5.8. Orders can be placed at any time; however, it will be processed within 3-5 working days.
- 5.9. Not all Products will be available at all times. If a Product is out of stock at the time you place your order, we will use reasonable endeavors to inform you before your order is finalized so that you can change or abandon the order. If for unavoidable reasons the unavailability of Products is not communicated to you, any payment made with respect to such Products will be refunded in full or adjusted in your next purchase bill.
- 5.10. The Catalogue/ website may occasionally, and for limited periods of time, not be available due to maintenance or for various technical reasons. Vidhyanjali will not be responsible for such unavailability and will reject any claims thereof by Customers / APs or by other visitors.

5.11. For details on how to place order, make payment, delivery and related information please visit the on our website <http://vidhyanjalionline.in> or contact us at phone 0755 – 4930222 & write email at vidhyanajli.ahinsa@gmail.com

B. PRICES AND PAYMENT

- 5.12. The Prices of the Products displayed in the Catalogue / website represent the full retail price for the Products at the moment the order is placed. All Prices are shown in local currency and are inclusive of all applicable taxes.
- 5.13. We reserve the right to change the Prices at any time and in our sole discretion, but any change to the Prices of Products you select before placing your order will not form part of the contract between us unless you and we expressly agree that it will.
- 5.14. The Prices do not include the costs of transportation, delivery and any other fees and charges that are clearly indicated as being additional charges to the price during the ordering process and that may vary depending on the delivery method chosen by you. Please refer to our current sales policy for more details.
- 5.15. Payments can be made by bank transfer/ Electronic payment modes or by any other means as specified under the Payment section on the website <http://vidhyanjalionline.in>.
- 5.16. As a rule, all guarantee credit and personal credit orders (offline) must be paid within 7 days according to the instructions noted therein or such number of days as may be prescribed from time to time. Late payments' interest may be charged on a daily basis at the prevailing Territory Central Bank interest rate as well as the reasonable costs of recovering the debts.
- 5.17. For further information about payment methods including any possible credit terms please contact Customer Services at 0755 – 4930222 or email us at vidhyanajli.ahinsa@gmail.com
- 5.18. For the safety of online payments made with a card, all payment information is encrypted.
- 5.19. For information related to payment mode and methods please visit the Customer Service section on our website <http://vidhyanjalionline.in> / vidhyanajli.ahinsa@gmail.com / <http://www.vidhyanjalionline.com> or contact us at 0755 – 4930222.

C. DELIVERY AND TRANSFER OF RISK

- 5.20. The ordered Products can only be delivered within the Territory.
- 5.21. The place of delivery of the Products will be as provided by you at the time of placing the order or as updated in Vidhyanjali records from time to time.
- 5.22. We will process and deliver your order as quickly as possible, but no later than timelines provided for each order after the order has been successfully placed with us which is generally 3-5 working days after we receive your payment. The time period within which the order should reach you will be no later than 30 days when the order is placed. We shall not be liable for delays in delivery caused by circumstances beyond our control.
- 5.23. The risk of loss of Products and title to the Products will pass to you upon delivery of the Products.
- 5.24. Vidhyanjali will not be responsible for non-delivery, wrong or late delivery of an order caused by the provision by you of incorrect or incomplete Personal Data. Also if your delivery pin- code is out of our delivery location (as specified in the courier table). Kindly check the courier table before you place the order on the order page of our website <http://vidhyanjalionline.in>
- 5.25. We reserve the right to reject an order placed by you at any time if we reasonably suspect that you are in breach of any of the Terms.

D. CONFORMITY OF OUR PRODUCTS

- 5.26. We warranty that the Vidhyanjali Products are manufactured in accordance with the best standards for good manufacturing practices.

6. RIGHT TO CANCEL ORDERS

- 6.1. Upon receipt of the delivery, you should check its content to make sure that it does not contain any Products that might have been damaged during transportation. You, or the person receiving the Products in your name, must notify Customer Services with-in 24hrs by submitting a claim and describing the damage/defect under the Guarantee of Excellence Claims Policy available on our website <http://vidhyanjalionline.in> (in the feedback section).

7. RIGHTS OF RETURN AND REFUND

- 7.1. We do not offer any return, refund and exchange policy unless if the product is defective and not suitable for use or else you are returning the goods with-in the cooling off period (clause 3.2) or you are exercising the clause 3.3.
- 7.2. You may return the Product(s) purchased for reasons of damage to the products during transportation or packaging or manufacturing defect which may render the product not fit for use for the intended purpose.
- 7.3. You may, after you have received the order, intimate us within 24 hours of receipt by e-mail (vidhyanjali.ahinsa@gmail.com) or in writing (recorded delivery by post office) that the product(s) received are damaged or defected with the proof (in the form of photograph or video) and by feeling feedback section of our website <http://vidhyanjalionline.in> with adequate proof.
- 7.4. You need to exercise your right to return before the expiry of 3 days from the date of order received by you.
- 7.5. You will receive a full refund of the Price you paid for the Products (except for the supplementary costs arising if you choose a type of delivery other than the least expensive type of standard delivery offered by us). We may make a deduction from the refund for loss in value of any Products supplied, if the loss is the result of mishandling by you. We will process the refund due to you as soon as possible and, in any case; within (a) 45 calendar days after the day we receive back from you any Products supplied.
- 7.6. We refund you in your account with Vidhyanjali or your bank account or in cash as per your convenience; in any event, you will not incur any fees as a result of the refund.
- 7.7. If the Products were delivered to you:
 - You have a legal obligation to keep the Products in your possession and to take reasonable care of the Products while they are in your possession.
- 7.8. We further guarantee the quality of any Product which carries the Vidhyanjali name and certify that they are manufactured by, or for us, meet the highest standards of quality. We are confident that our Customers/ APs will find our Products satisfactory in every way. However, since the products are made up of natural ingredients their texture color and aroma may change over the period of time due to change in climate and lapse of time. This does not alter the properties of the product nor its efficiency.

8. OBLIGATIONS OF THE VIDHYANJALI APs

- 8.1. You agree to present, promote and sell Vidhyanjali Products and Products sold or distributed by us using Direct-to-consumer methods only and at the price not less than or greater than the maximum retail price (MRP) as stated on the products.
- 8.2. AP can sell products to another AP at the discounted rates as stated in Vidhyanjali's current sales policy and in the geographical area assigned by us and to the APs mapped under them.
- 8.3. You agree to present, promote and sell Vidhyanjali Products using direct-to-consumers methods only and not to sell Vidhyanjali products to any retail outlet of any nature including any retail/e-commerce website, whether in India or abroad without Vidhyanjali's approval.
- 8.4. You shall not have any authority to negotiate, buy, sell or generally conclude any agreements in our name or on our behalf or in the name and on behalf of any other company in the Vidhyanjali Group.
- 8.5. We do not allow the return and exchange of Products as described in the Terms for your Customers/ APs as well as for you unless the product is defective. You acknowledge that it is your

responsibility to inform your Customers /APs of their right to return the Products, and you shall make any return of Products to us on their behalf.

- 8.6. You shall uphold the image and reputation of Vidhyanjali. You shall not make any statements, nor perform any acts, which might be detrimental to the image of Vidhyanjali or the Products. You shall operate your business in a lawful and ethical manner and not make any false, misleading or exaggerated claims about the Products.
- 8.7. You acknowledge that the Vidhyanjali Trademarks, trade name and logo are the property of Vidhyanjali and you agree not to infringe them in any way. For avoidance of doubt, all goodwill in the Vidhyanjali name accrues to Vidhyanjali. At our request you will sign such documentation as we reasonably request to confirm this.
- 8.8. When presenting the Vidhyanjali Products, you will strictly observe the Code of Ethics.
- 8.9. You must also ask Customers expressly whether or not they wish to receive commercial communications about Vidhyanjali products from you, keep a record of their marketing preferences and respect those preferences.
- 8.10. We explicitly disclaim any liability for any penalties, costs, fees and generally any expenses that you may incur as the result of any breach of applicable data protection and privacy laws.
- 8.11. Under no circumstances are you permitted to send commercial communications on behalf of Vidhyanjali or in Vidhyanjali name.
- 8.12. You expressly agree to share your personal data with Vidhyanjali for purpose of performance of Vidhyanjali's obligation under the Agreement
- 8.13. **TRADE DISCOUNT: As an AP you agree to the following:**
 - That as an incentive to promote purchases of Vidhyanjali products, Vidhyanjali shall give each AP who qualifies (under Vidhyanjali rules set out in the current sales policy) a trade discount based only on the volume of the purchase in each transaction, the AP shall be informed about their discount before placing order.
 - This discount will normally be calculated at the time of billing in respect of purchases. However, Vidhyanjali may withhold the trade discount which is otherwise payable to any AP if there is any outstanding payment in respect of any period beyond the credit period or Vidhyanjali suspect that payment may not be received against the sales made during any period or for any other good reason at the sole discretion and judgment of Vidhyanjali and may additionally forfeit the same in appropriate cases at the sole discretion and judgment of Vidhyanjali.
- 8.14. **VIDHYANJALI OBLIGATIONS**
 - We will deliver any Products ordered by you subject to availability.
 - We expressly exclude any liability related to Product shortage or Products being out-of-stock.
 - You will receive, directly by us or by another Vidhyanjali entity or third party provider, any benefits/ payments due to you in accordance with the Vidhyanjali Sales Policy currently in force.

9. TERMINATION

- 9.1. We may terminate your membership with immediate effect by notice in any of the following circumstances: • if you make any statement or provide any Personal Data that is materially inaccurate or untrue; • if a petition for your bankruptcy is presented to any court or if you are unable to pay your debts to us as and when they fall due; • if you commit a breach of any of the provisions of the Terms that is not capable of remedy or in case of a breach of any of the provisions of the Code of Conduct; • if you commit a breach of any of the provisions of the Terms, including the documents referred to herein and fail to explain to our satisfaction or in case of breach capable of remedy, to remedy that breach within 30 days after receipt of a written notice from us.
- 9.2. Your registration as AP will expire if you have not placed an order for a consecutive period of 1 year. New user (AP) account will be considered active only for 15 days without the 1st transaction of minimum required amount as per the current sales policy.

9.3. Vidhyanjali shall have the right to stop your cash award/ PD/ bonus including other benefits of membership with immediate effect in the event you are found violating the Terms.

10. COMPLAINT HANDLING

10.1. The Company has robust system for handling any complaints. All complaints may be directed to the Vidhyanjali Customer Services at vidhyanjali.ahinsa@gmail.com. It is clarified that Vidhyanjali has a redressal mechanism for handling complaints related to breach of the Terms, handled by Complaints Committee headed by designated officers of the Company.

11. CODE OF CONDUCT

11.1. Vidhyanjali strictly adheres to the Code of Ethics and requires its APs to strictly adhere to these codes as further implemented in the Vidhyanjali Code of Ethics.

12. CONFIDENTIALITY

12.1. All knowledge and information, not already available to the public, which you acquire, have acquired, or will acquire in the course of your business with us with respect to the Vidhyanjali's business, work methods, or pending regulatory matters, or other related matters that are treated by us as confidential, shall be regarded by you as trade secrets, whether or not they are classifiable legally as trade secrets, and shall be treated by you as strictly confidential. Such knowledge and information shall not either directly or indirectly be used, disclosed, or made accessible to anyone by you for any purpose, except in the ordinary course of Vidhyanjali's business under circumstances in which you are authorized to use or disclose such information. No disclosures of such confidential information shall be made outside of those you are authorized to make in the regular and ordinary course of your duties unless and until you receive prior written permission from us to make such disclosure.

13. ERRORS AND CORRECTIONS

13.1. While we use reasonable efforts to include accurate and current information on the website, we do not warrant or represent that the website will be error-free. Data entry errors or other technical problems may sometimes result in inaccurate information being shown. We reserve the right to correct any inaccuracies or typographical errors on our website, including pricing and availability of products and services, and shall have no liability for such errors. We may also make improvements and/ or changes to the website's features, functionality, or content at any time. If you see any information or description you believe to be incorrect, please contact Customer Services.

14. LINKS

14.1. We may provide links to third party websites or resources. Our provision of such links is not an endorsement of any information, product or service reached through such link. We are not responsible for the content or performance of any portion of the internet including other websites to which this website may be linked for or that can be accessed by this website. Please inform us of any errors or inappropriate material found on websites to which this website is linked.

15. GENERAL PROVISIONS

15.1. These Terms are governed by the laws of the Territory and any disputes arising out of, or in connection with the Terms shall be submitted to binding arbitration and shall be referred to sole arbitrator appointed in accordance with the applicable law. The venue of such arbitration shall be at Bhopal, MP, India and the award of the Arbitrator shall be final and binding on all the parties.

The Court of Bhopal shall have jurisdiction in relation to this Arbitration and any award arising there from.

- 15.2.If any provision of the Terms is held to be unlawful, void or for any reason whatsoever unenforceable, the invalidity of that provision shall not affect the validity of the rest of the Terms.
- 15.3.The failure of Vidhyanjali to enforce any of the provisions herein shall not be deemed a waiver of their enforceability.
- 15.4.We reserve the right to update and amend these Terms. Any change or update will become effective from the moment of its publication on our website <http://vidhyanjalionline.in>. Any such changes will be considered accepted if you continue to order Products after the changes have been implemented.
- 15.5.The notice period for any notice given under these Terms shall start running on the day of receipt of the notice. This does not apply to informing us of returns under Guarantee of Excellence Claims Policy and otherwise stated in the Terms, the time period for returns runs from the date you inform us that you wish to return the Product.

16. PRIVACY POLICY

- 16.1.When you register as an AP, you expressly agree that Vidhyanjali and its authorized third parties (i.e. APs, third party suppliers and third-party service providers) may store, use and process (including through automatic means) your Personal Data. We do so to comply with our obligations to you under these Terms as well.
- 16.2.We undertake to keep all Personal Data confidential and secure (although we reserve the right to disclose this information in the circumstances set out below). We will keep it on a secure server and we will fully comply with all applicable data protection and consumer legislation from time to time in place.
- 16.3.We confirm that any Personal Data which you provide to us and any information from which we can identify you (“User Information”), is held and used in accordance with our Privacy Policy and for purposes herein described, especially the following: • for processing your orders; • for statistical or survey purposes to improve our websites, on-line tools and our services to you; • for serving website content and advertisements to you; • for administering of our websites; • for communicating with you including sending you any marketing material you have not opted out of receiving.
- 16.4.When we provide your Personal Data to authorized third parties we will provide only such Personal Data that is needed by them to perform their services under clause 14.4.1. All authorized third parties are explicitly prohibited from using any Personal Data for any other purposes and from sharing any Personal Data with anyone other than us or as may be required by law.
- 16.5.You should be aware that if we are requested by the police or any other regulatory or government authority investigating suspected illegal activities to provide your Personal Data and /or User Information, we are entitled to do so.
- 16.6.You are entitled to inspect your Personal Data at any time. You can update your Personal Data by contacting Customer Services.
- 16.7.Upon registering as a Vidhyanjali AP you acknowledge and accept that we may send you information about offers and promotions, unless you opt out. Vidhyanjali may analyze your Personal Data in order to provide you with offers and information better tailored to your interests and specific shopping history. By accepting these Terms you give your explicit consent to such analysis.
- 16.8.Further rights and obligations are contained in the Vidhyanjali Privacy Policy.

17. CONTACT US

- 17.1.If you have any concerns about the Terms, please e-mail us at customer service at <http://vidhyanjalionline.in/> [vidhyanjali.ahinsa@gmail.com/](mailto:vidhyanjali.ahinsa@gmail.com) <http://www.vidhyanjalionline.com> or call us on number 0755-4930222. We will make every reasonable effort to address your concerns and remedy any problems you bring to our attention.

