

IMPORTANT TERMS AND CONDITIONS

- A) **INTERESTS AND CLAIMS IN THE COMPANY:** The Customer / Customer Distributor (herein after referred to as CD and more specifically defined in the Rules and Regulations) or any other CD to whom the Package was marketed by him, will not have any right, title, interest or claim on any of the assets or Proprietary information, belonging to the Company and shall never initiate any action to claim a share in the same.
- B) **CONFIDENTIALITY:** The CD will not use or disclose to any Third Party, any Proprietary Information provided to him by the Company for any other purpose except that specified in the Business Plan.
- C) **INTELLECTUAL PROPERTY:** The CD will not copy, add to, alter, amend or deface the Trademark or Trade Name of the Company. The CD will also not use the said Trademark of the Company for any other purpose except to market the Package of the Company according to the Business Plan.
- D) **INDEMNITY:** The CD shall indemnify and continue to hold the Company and its Directors, Employees and Agents indemnified against all claims made by any Third Party or Customer or CD prospected by him/her and any related damages and expenses including the legal expenses arising out of or connected to the conduct of CD (in connection with any false claims, promises and other assurances made by him which are not made by the Company in writing). The liability of the CD arising from this clause shall continue regardless of whether the action brought by such third party actually succeeds or not.
- E) **DISCLAIMER:** Company hereby expressly disclaims any liability towards any harm, damage, prejudice or suffering to any CD or his/her beneficiary caused due to any negligence on the part of one or more doctors or auxiliary staff employed by the Diagnostic Centre / Hospitals. Although the Company shall endeavour to provide the best medical service to its CDs, it makes no warranties expressed or implied regarding the diagnostic services provided by the said Diagnostic Centre.
- F) **ENTIRE AGREEMENT:** The Business Plan of the Company and the Statement Rules and Regulations as amended from time to time and any addendum as displayed on the notice board maintained in the marketing office of the Company and all such documents constitute the entire agreement of the parties regarding their business relationship. The Company expressly reserves the exclusive right to alter or amend these Rules and Regulations. Upon updation on the website or notification by display on the notice board maintained in the marketing office of the company such amendments are automatically incorporated as part of this Agreement between the Company and the Customer and the CD and are binding upon the parties.
- G) **RENEWAL FACILITY:** During the validity of this agreement, 15% of the net incentive earned by the Customer Distributor in the fortnight (with the maximum of Rs. 2500 or the amount with which he/she renewed his/her Customer Distributorship previously, whichever is more) shall be deducted and kept aside. The amount so kept aside shall either be adjusted towards next year's Renewal or shall be refunded to the Customer Distributor if he/she decides not to renew his/her Customer Distributorship, provided the concerned Customer Distributor notifies the Company, in writing, at least 30 days before the date of renewal that he/she does not wish to renew his/her Customer Distributorship.
- H) The Company will not be responsible in case communication / incentive is not received by the CD due to incomplete address given by him / her.
- I) The signature in the application form will be taken as the CD's specimen signature.

PAYMENT

All payment on the purchase of the Product should be made in favour of 'Indus Health Plus (P) Ltd.' by /DD / Pay order payable at Pune only.

Cash payment can be tendered directly by you into our collection accounts opened in various cities for your convenience. The senior CD's in these cities will give you the name, branch and collection A/c numbers of these centres. In other cities where this facility is not available, payment will be accepted by Demand Draft (DD) only. The company will not take responsibility for any payment made otherwise and it shall be at your own risk.

REFUND

No refund will be given after 15 days from the day the payment is made to the company. However, in case a written request for refund reaches the company within 15 days along with the Sales Kit given at the time of enrolment, the entire amount paid (without Interest-subject to a deduction of Rs. 500/- as administrative charges) will be refunded by Cross A/c Payee Cheque only.