



## 5. Undertaking

- I/We accept that I/We have understood the use of the products and the Sales & Marketing plan with a clear state of mind.
- I/We hereby apply for registration as a Direct Seller of Keva Kaipo Industries Pvt Ltd and affirm that I/We have read and accepted the Policy & Procedures and will not share any confidential data/login credentials (in my/our possession) of other individuals with anyone under any circumstances.
- I/We understand that on acceptance of this form including the verification of the documents uploaded/submitted for KYDS, I/We will have a status of an independent contractor of the company.
- I/We further confirm that all the information given and uploaded/submitted with the application form is error free and valid.
- I/We know that Keva can take legal recourse against me if any information provided herein is untrue or false.
- I/We will operate my/our business by buying products on my/our expenses.
- I/We will not make any claims, representations or statements about the products other than those stated in the literature published by the company.
- I/We indemnify Keva Kaipo Industries Pvt Ltd against any liability arising from any false claims/ commitments and representations or any unethical statement made by me/us.
- I/We agree to abide by the Sales & Marketing Plan, Direct Seller Contract Terms & Conditions, Policy and Procedures as set for in the Literature and Manual of Keva Kaipo Industries Pvt Ltd or any circular that may be printed and circulated periodically by the company on the official website(<https://www.kevaind.org>).
- I/We confirm that I/We are/were not involved in any criminal case and convicted in the last five years.
- I/We understand that the contract with the company may be revoked should I/We fail to comply with the above-stated conditions.
- All the disputes are subject to Ludhiana Jurisdiction only.

## Documents submitted for KYDS

<b>Name Verification:</b>	<input type="text"/>	<b>Document No.:</b>	<input type="text"/>
<b>Photo Verification:</b>	<input type="text"/>	<b>Document No.:</b>	<input type="text"/>
<b>Address Verification:</b>	<input type="text"/>	<b>Document No.:</b>	<input type="text"/>
<b>Signature Verification:</b>	<input type="text"/>	<b>Document No.:</b>	<input type="text"/>
<b>Signature of the Applicant</b> .....		<b>Date of the Application</b> .....	
<b>Place of the Application</b> .....			

## Terms and Conditions

These terms and conditions are construed in accordance with the Consumer Protection (Direct Selling) Rules, 2021 published on 28.12.2021 read with Consumer Protection Act, 2019 (35 of 2019), Indian Contract Act, 1872 and supersedes any prior terms and conditions, discussions or Contract between KEVA KAIPO INDUSTRIES PVT. LTD, a Company incorporated under the Companies Act, 2013 having registered office at Plot No. 18-19, Sahnewal Dehlon Road, Village Tibba, Ludhiana, Punjab, 141120 hereinafter referred to as the Company and Direct Seller. These Terms and Conditions are to be read together with the Keva Direct Seller Application Form. They become binding if and when Keva, in its sole discretion, accepts the Application pursuant to acceptance of Keva Policy and Procedures.

### 1. Definitions:

- Direct Seller: shall mean a person appointed by Keva on a principal-to-principal basis through this Direct Seller Contract to undertake sale, distribution and marketing of Keva products and services and to register Prospect/Customers within the Territory. A Keva Direct Seller may introduce or sponsor further levels of Direct Sellers and support them to build their direct selling business of Keva goods & services.
- Direct Seller Contract: in accordance with Keva Rules shall mean and include the following:
  - The Direct Seller Application Form;
  - These Terms and Conditions forming part of the Direct Seller Application;
  - The Keva Sales and Marketing Plan;
  - The Keva Policy and Procedures; as amended from time to time. Keva shall notify any such amendments on its website, [www.kevaind.org](http://www.kevaind.org)
- Saleable: shall mean marketable, unused, not expired, not seasonal, discontinued or special promotional products and/services.
- Territory: shall mean the Republic of India.
- Effective Date: shall mean the date of submission of the duly filled Direct Seller Application, subject to approval by Keva Kaipo Industries Pvt. Ltd.
- "Act" means the Consumer Protection (Direct Selling) Rules, 2021 and rules thereunder.
- "Consumer" means Individuals purchasing the products for consumption/use/gifting and are not registered with the company as direct sellers under the Consumer Protection (Direct Selling) Rules, 2021.
- "Prospect" means a person to whom an offer or a proposal is made by the direct seller to join the business opportunity or purchase the products of Keva.
- "Direct Selling Company" means a Company namely Keva Kaipo Industries Private Limited and running its main business in the name and style of KEVA KAIPO.
- "Sales & Marketing Plan" means the plan followed by Company to compensate its direct seller which illustrates the mode of incentives, profits and commission, including financial and non-financials benefit, paid by the direct selling entity to the direct sellers, on a monthly or periodic or yearly basis as the case may be. Tariff revisions, Government directives, market forces etc. may lead to change in the Company Sales & Marketing Plan and Company's decision in this regard will be final and binding.
- "Pyramid Scheme" means "means a multi layered network of subscribers to a scheme formed by subscribers enrolling one or more subscribers in order to receive any benefit, directly or indirectly, as a result of enrollment or action or performance of additional subscribers to the scheme. The subscribers enrolling further subscribers occupy a higher position and the enrolled subscribers a lower position, thus with successive enrolments, they form a multi-layered network of subscribers.

Provided that the above definition of a "Pyramid Scheme" shall not apply to a multi layered network of subscribers to a scheme by a direct selling entity which consists of subscribers enrolling one or more subscribers in order to receive any benefit, directly or indirectly, where the benefit is as a result of sale of goods or services by subscribers. Company has no provision that Direct sellers will receive commission or incentives for the recruitment/enrollment of new subscribers. Company does not require a participant to pay any entry/registration fee, cost of sales demonstration equipment and materials or other fee relating to participation. There is no deposit or any charges/enrollment fees/joining fees/renewal charges for becoming a Direct Seller of the Company. Direct sellers shall receive commission/incentives derived from the sale of goods and services. Company does not guarantee/assure any facilitation fees or income to the Direct Seller on account of becoming just a mere Direct Seller of the Company.

- "Direct Seller ID" means Identification number issued by the Company along with password to the Direct Seller as token of acceptance of his/her application for Direct Selling of the goods/products of the Company. Direct seller must keep his ID & Password confidential to avoid any misuse.

**2. Cooling of Period:** shall mean the duration of the time counted from the date when the Direct Seller and the direct selling entity (Keva Kaipo Industries Pvt Ltd.) enter into the contract and subject to Keva Policy & Procedures and clause 10 here in, mean a period of 30 days from the date of acceptance of this Direct Seller application by Keva within which period any new Direct Seller shall be entitled to terminate this Contract without penalty and be entitled to full refund of price of products or materials purchased from Keva upon return of such products or materials in saleable condition. If such Direct seller has received any consideration from the company during this cooling-off period then such Direct seller shall be responsible to repay the amount of such consideration to the Company.

**3. Direct Selling business opportunity:** Any Individual/Firm/Company etc. who is able to enter into a contract as per the provisions of The Indian Contract Act, 1872 and wish to become direct seller of the company, can apply to be appointed as a Direct Seller to do the marketing and sales of the product in India. As of the Effective Date and upon receipt of ordering information and completion of any required formalities including KYC, the Direct Seller may, on a non-exclusive basis, within the Territory as may be communicated by Keva, and otherwise in accordance with the Direct Seller Contract Terms and Conditions, purchase Keva Products from Keva in order to sell, distribute and market the same, and also register Prospect/ Customers. Direct Sellers can purchase products on MRP (Buy one Get one free offer) for a lifetime. The offer is available on products that are available now or on the products to be introduced in the future. Direct sellers shall receive commission/incentives derived from the sale of goods and/or services. Direct sellers cannot sell any of the Company products on any E-commerce websites/applications or any platforms.

**4. Duration: This Direct Seller Contract,** shall remain valid and continue to remain in full force for a period of TWO (2) YEARS unless terminated earlier by either Party with the prior notice of 30 days in such instance or on such terms where, a Direct Seller is found to have made no sale of goods or services for a period of up to 2 years since the Executions/ Entering into the Contract.

**5. No Employment Relationship:** The Direct Seller hereby confirms that he/she/they has or have entered into this Direct Seller Contract as an independent contractor. Nothing in the Direct Seller Contract shall establish either an employment relationship or any other labour relationship between the Parties or a right for the Direct Seller to act as a procurer, broker, commercial agent, contracting representative or other representative of Keva. When purchasing and selling Keva Products, the Direct Seller shall operate as an independent representative, acting in his/her/their own name, at his/her/their own responsibility and for his/her/their own account. Direct seller would not be allowed to use the trademark, logo or the name of the company in his personal capacity or for personal use. Company will not provide any establishment/office expenses, business running expenses etc. in relation to maintenance and owned office for the Direct Seller.

**6. No Assignment:** This Direct Seller Contract is intuitu personae entered into on a personal basis, and neither this Direct Seller Contract nor any of the rights or obligations of the Direct Seller/s arising hereunder may be assigned or transferred without the prior written authorization of Keva Kaipo Industries Pvt. Ltd.

**7. Payments and Bank Accounts:** Keva will make all payments on account of commissions, discounts, returns or refunds etc. through online bank transfer in favor of the Direct Seller Applicant/Entity only as per the details provided in the Direct Seller Form or as may be updated by the Direct Seller in writing from time to time as the Keva Kaipo Industries Pvt Ltd believes in and promotes digital transaction. The bank account must be opened and operated in full compliance with Indian law, including with respect to applicable foreign exchange laws.

**8. No Cosmetics or Healthcare Advice provided:** The products, information, services and other content provided on and through Keva's official website, including without limitation any products, information, services and other content provided on any Linked Site, are provided for informational purposes only to facilitate discussions with your beauticians or other healthcare professional (collectively, "Cosmetics Professionals") regarding usage options. The information provided on this website and Linked Sites, including without limitation information relating to products and treatments is often provided in summary or aggregate form. It is not intended as a substitute for advice from your Cosmetic Professional, or any information contained on or in any product label or packaging. No healthcare advice, recommendation, or opinion is offered on the website of the company.

#### **9. Obligations of Direct Sellers:**

- The Direct Seller shall not sell any Keva Product or service for a price exceeding the Maximum Retail Price mentioned on the labels of the Keva products.
- The Direct Seller shall, throughout the validity of this Direct Seller Contract, strictly adhere to all applicable laws, regulations and other legal obligations that affect the operation of his/her/their business. The Direct Seller shall be responsible for obtaining any applicable registration, license, franchise, approval, permission or authorization, a copy of which shall be provided to Keva from time to time.
- Direct Sellers for Keva shall:
  - always carry their identity card provided by Keva when meeting customers/prospects/ other direct sellers and not visit the customer's/Prospect's premises without prior appointment/ approval;
  - truthfully and clearly identify themselves and state the purpose of solicitation to the prospective customer/Prospect and state the identity of Keva,
  - provide complete explanation and demonstration as well as description of the nature of products and services being offered for sale, provide details of prices, credit terms, terms of payment, return policies, terms of guarantee, after-sales service, Sales and Marketing plan, etc.;
  - provide the following information to the prospect / customer at the time of sale/demonstration, namely:
    - a) Name, address, registration number or enrollment number, identity proof and telephone number of the direct seller and details of direct selling entity;
    - b) A description of the goods or services to be supplied;
    - c) Explain to the consumer about the Return policy of the company before the transaction;
    - d) The Order date, the total amount to be paid by the consumer along with the bill and receipt;
    - e) Time and place for inspection of the sample and delivery of good;
    - f) Information of his/her rights to cancel the order and / or to return the product in saleable condition and avail full refund on sums
  - Subject to applicable legal requirements, maintain proper books of accounts stating the details of the products, price, tax and the quantity and such other details in respect of the goods sold by him/her, in such form as per applicable law.
  - Direct Seller shall comply with all State and Central government and local governing body laws, regulations and codes that apply to the operation of Company Business.
- Direct Sellers for Keva shall not:
  - Use misleading, deceptive or unfair trade practices for sale or recruitment of prospective Direct Sellers which shall lead to violations of consumer rights protected under Consumer Protection Act, 2019;
  - Make any factual representation to a Prospect that cannot be verified or make any promise that cannot be fulfilled;
  - Present any advantages of Direct Selling to any Prospect in a false and / or a deceptive manner;
  - Knowingly make, omit, engage, or cause, or permit to be made, any representation relating to the Direct Selling operation, including Sales and Marketing Plan and Contract between Keva and the Direct Seller, or the goods and / or services being sold by such Direct Seller which is false and / or misleading;
  - Require or encourage other Keva Direct Sellers to purchase Keva products or services in unreasonably large quantities;
  - Provide any literature and/or training material, not restricted to collateral issued by Keva, to a Prospect and/or existing Direct Seller which has not been approved by Keva;
  - Require Prospect or existing Direct Seller/s to purchase any literature or training material or sales demonstration equipment/ business kit.
  - Use the Company Trademark, Logotype or design anywhere without written permission of the Company.

- A Direct Seller must strictly adhere to, inter alia, the Keva Policy and Procedures for Keva Direct Sellers.

#### 10. Obligation of Company towards Direct Sellers :

- That the Company Shall provide a mandatory orientation session to all prospective direct sellers providing fair and accurate information on all aspects of the direct selling operation including but not limited to the Sales and Marketing Plan.
- That the Company shall maintain a proper and updated website with all relevant details of the Company Contact information, its management, product, product information, price, complete sales & marketing plan, terms of contract with Direct seller and grievance redressal mechanism for Direct sellers.
- That the company shall provide to Direct Seller their Periodic account information such as Sale, Purchase, Commission and other relevant data in accordance with the contract with Direct Seller.
- That Company shall not make any factual representation to a prospective direct seller that can not be verified or make any promise that cannot be fulfilled.

**11. Termination Policy:** The Direct Seller may without assigning any reason, after giving written one-month prior notice to Keva to terminate this Contract and this contract would be terminated automatically. A Direct Seller shall not be entitled to purchase Keva products or services upon serving the notice.

- Keva may terminate this Direct Seller Contract forthwith in case:
  - The Direct Seller violates the provisions of the Code of Ethics or the Rules of Conduct
  - For the breach of any provision herein including but not limited to non-compliance to the Keva Policy and Procedures, Sales and Marketing Plan, Rules of Conduct, etc;
  - For the breach of the Consumer Protection (Direct Selling) Rules, 2021 and/ or any other applicable laws of India, as amended from time to time.;
  - Due to misrepresentation by the Direct Seller to any customer/Prospect ; or
  - Due to legal, regulatory or other developments that require material operational changes within the Territory, in which case Keva may, if regulatory
- Keva shall also have the right to terminate this contract by giving one-month prior notice in writing at the instance if the Direct Seller fails to make any sales of Keva products or services for a period two years since the date of last sale made by the Direct Seller or from the date of contract, as the case may be.
- Keva may, from time to time, amend any of the documents comprising the Direct Seller Contract in order to comply with the changing laws that apply to Keva through notice on its website, [www.kevaind.org](http://www.kevaind.org) If the Direct Seller does not agree to be bound by such amendment(s), he/she/they may terminate the Direct Seller Contract by giving a one month prior written notice to Keva. Otherwise, the Direct Seller's continued relationship with Keva constitutes an affirmative acknowledgment by the Direct Seller of the amendment(s), and his/her/their Contract to be bound by the same
- Direct Seller shall be provided with buy back policy for currently marketable goods or services sold to Direct Seller, on the request of the Direct Seller made in written notice to Keva Kaipo Industries Pvt. Ltd.

**12. Linked Site/s:** Linked sites are sites to which direct sellers may be redirected from any link given on our website i.e. [kevaind.org](http://kevaind.org). Linked Sites are sites which are not operated by Keva and it has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the terms of use and service contained within each such site.

**13. Network of Direct Sellership:** Network of Direct Sellership means any system of distribution or marketing adopted by Keva to undertake direct selling business and includes a network of Direct Sellers at different levels of distribution, who may introduce or sponsor further levels of Direct Sellers, who they then support.

**14. Indemnification :-** Direct Seller agrees to protect, defend, indemnify and hold harmless Company and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to :

- Any breach of any statute, regulation, direction, orders and standards from any Government Body, agency or regulator.
- Any breach of the terms and conditions in this contract by the Direct Seller
- Any claim of any infringement of any intellectual property right or any other right of any third party or of law by the Direct Seller
- Against all matters of embezzlement, misappropriation or misapplications of collection/ moneys which may from time to time during the continuance of the contract come into his/her possession/control.

**15. Refund or Buy Back Policy:** - We observe an irreversible 100% satisfaction guarantee on our products. If a customer/Direct Seller is not completely satisfied, he/she may return such products to the company within 30 days from the date of generation of invoice. The condition of goods must be saleable. Please refer to policy and procedure for details.

**16.** The Direct Seller agrees that he/she shall not indulge in any kind of depository or money laundering activities.

**17.** This Contract shall be governed by and must be construed in accordance with the laws of Ludhiana, Punjab, India, and the parties to this contract agree to submit themselves to the exclusive jurisdiction of the Court of Ludhiana in the matter of any dispute arises between them. The parties shall endeavor to settle any dispute or difference arising out of or in connection with this Contract amicably as per the Grievance Redressal Policy. Where the grievance can't be resolved as per the policy, the parties agree to submit the matter for arbitration where the matter shall be addressed at Ludhiana and the award of the single Arbitrator appointed by Keva shall be final and duly informed to Direct Seller and binding on all Parties. Subject to the above, courts at Ludhiana shall have exclusive jurisdiction in relation to any matter arising thereto. This contract and the terms and conditions contained in this contract apply to both the parties to this contract. It is hereby verified by both parties that the contents stated herein above are true to the best of their knowledge and nothing has been concealed therefrom. Contents of the present instrument have been read over and understood by both the parties to this contract, and acknowledges the contents thereof to be true and correct

By clicking here, you agree to abide by the Terms & Conditions constituting this electronic record.

#### ACKNOWLEDGEMENT

I/We hereby affirm that I/We are 18 years of age or older and are fully competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Terms and Conditions, and to abide by and comply with the same.

I/We acknowledge that I/We have thoroughly read this Terms and Conditions before submitting this form and agree to abide by all of its provisions.

Company may at any time revise these Terms and Conditions by updating the same on this website. All Keva Direct Sellers are bound by any such revisions and should therefore periodically visit the Keva web page to review the current Terms and Conditions to which I will be bound.

The Applicant hereby states that the documents uploaded along with the form are not defamatory, threatening, obscene, harassing, forged or otherwise unlawful or illegal information or material of any nature, including text, graphics, video, programs or audio. Submitting material with the intention of committing or promoting an illegal act will attract legal action from Keva.

**This Direct Seller Application Form along with its Terms & Conditions constitute an electronic record within the meaning of the applicable law. This electronic record is generated by a computer system and does not require any physical or digital signatures and is binding on the parties named herein above and Keva Kaipo Industries Pvt. Ltd.**