

This E- Contract is an electronic record in the form of electronic contract formed under section 10(A) of Information Technology Act 2000 and the rules made there under and the amended provisions pertaining to electronic documents / records in various statutes as amended by the Information Technology Act, 2000. This E- Contract does not require any physical, electronic or digital signature.

These terms and conditions are construed in accordance with the model direct selling guidelines issued by the Govt. of India, Ministry of Consumer Affairs, Food & Public Distribution, Department of Consumer Affairs vide F.No. 21/18/2014-IT (Vol-II) dated 9th Sept., 2016 read with Indian Contract Act 1872 and supersedes any prior terms and conditions, discussions or agreements between Company and direct seller.

Between Miracolo Drinks Private Limited, which is a company incorporated under Companies (amendment) Act 2013 having its Corporate Office at No. 55, SRR Heights, 1st Floor, 1st Cross, 7th Main, Gangamma Temple Road, CBI Road, Ganga Nagar Bangalore – 560032 Hereinafter referred to as 'MDPL' website www.miracledrinkslife.com which expression shall, unless the context otherwise permits, include its successors and permitted assigns) of the one part herein after called as First Party.

And

The person / entity who has filed the online/offline application form available on Companies Website hereinafter referred to as Independent Associate which expression shall unless repugnant to the context or meaning there of be deemed to mean and include his / her/ their legal heirs, executors, administrators and assignees of both the parties, hereby called as the Second party.

Whereas the first party is a registered company under Companies (amendment) Act 2013 and the second party is willing to work with the first party after fully compliance of the Indian Contract Act 1872 read with the guidelines as provided by Govt. of India, Ministry of Consumer Affairs, Food & Public Distribution, Department of Consumer Affairs vide F.No. 21/18/2014-IT (Vol-II) dated 9th Sept., 2016 on the following terms and conditions.

1. That the second party undertakes that he / she / they are 18 years and above and are of sound mind and is not being convicted by any court of law.
2. The second party further agrees that all the information which includes documentary proof of personal identification and address proof, as per KYC process framed by the first party on its website furnished to the company is correct and properly entered. The company reserves the rights to accept or reject application given by the Miracolo Independent Associate at its own discretion.
3. That the first party agrees to allow the cooling off period of 30 days from the date of purchase/signing of E contract in order to cancel the agreement and to receive refund for goods or services purchased according to the buyback policy of the company.

"Cooling-off Period"- means the duration of time counted from the date when the direct seller and the direct selling entity enter into an agreement under section 10 of Indian Contract Act 1872 and ending with date on which the contract is to be performed and within which the direct seller may repudiate the agreement without being subject to penalty for breach of contract.

4. The First party agrees to allow buyback / exchange of goods as per the buyback policies of the company.
5. The second party hereby agrees, not to represent, sell or distribute the products and brands of or any other direct selling company during the tenure of the agreement.
6. The second party agrees that they will provide all details of the first party i.e, Direct Selling entity to the prospective customer at the time of representing the which includes description of the goods and services.
7. The second party hereby agrees that he / she / they shall carry their identity cards / and any other identification mark given by the first party and shall not visit the prospective customer's premises without prior appointment.
8. The second party hereby further agrees that at the initiation of the representation to the prospect they shall identify themselves truthfully and they will clearly represent the identity of the first party, nature of the goods along with services sold and the purpose of the solicitation to the prospect customer.
9. The second party hereby agrees he / she will render accurate and complete explanations and demonstrations of goods and services, prices, credit terms, payment terms, buyback / exchange / refunds policies and terms of guarantee after sales service or any other policies of the first party.
10. The second party undertakes that he / she / they will get the incentives as per the Miracle Health Referral Benefit Program of the first party.
11. The First party at any point of time shall neither repack the product nor tamper the label of the product of the company.
12. The First party prohibits the second party to make bulk purchases.
13. The second party further agrees not to list, market, advertise, promote, discuss or sell any product or the business opportunity on any website / online portal / mobile application / online forum / or in any other manner without the prior approval from the first party.
14. The second party further agrees to pay all the Govt. taxes (Whatsoever of any kind) as and when applicable and shall not hold responsible the first party for the same.
15. The second party hereby agrees that they shall neither mislead the prospective customer nor shall do false, deceptive or unfair practices including misrepresentation of actual or potential sales or earnings and advantages of direct selling to any prospective customer in their interaction with prospective direct sellers.
16. The second party hereby agrees that they shall not make any factual representation to a prospective direct seller, which cannot be verified or make any promise which cannot be fulfilled against the policies of the first party.
17. The second party hereby agrees that they shall not knowingly make, omit, engage cause or permit to be made, any representation relating to the direct selling operation, including Miracle Health Referral Benefit Program and agreement between the parties, or the goods and / or services being sold by such direct seller, which is false and / or misleading.
18. The second party hereby agrees that they shall not provide any literature and / or training material not restricted to collateral issued by the first party to a prospective customer and/or

the second party within and outside the parent Direct Selling Entity which has not been approved by the first party.

19. The second party hereby agrees that, it will be their sole responsibility to sell the products, purchased from the first party by their skill, ability and personal application, goods / products once sold, will not be taken back under any circumstances other than the buyback policy of the first party and this risk of loss and damages shall be sustained by the second party only with their own cost. This risk is transferred to the second party immediately after pick-up of the product or on behalf of them i.e. agent or transport carrier etc, from the first party.
20. The second party hereby agrees to defend, indemnify and hold harmless to the first party against any liability, losses, damages or costs or any legal costs, incurred or suffered by the first party. As a result of any breach, negligence act or omission or willful default on the part of them or their representative arising either directly or indirectly for the performance or non performance by the second party or on behalf of them.
21. The second party hereby acknowledges that in their relationship with the first party or by virtue of this agreement, they and their employees, shareholders, officers, directors, principals, agents and contractors (collectively representatives) shall hereafter continue to be entrusted with confidential information, the disclosure of any information to competitors of the first party or to the general public would be highly detrimental to the best interest of the first party. Both parties hereby agree that all control and monitoring of the practices and methods shall be controlled by the first party.
22. Miracle Health Referral Benefit Program issues unique Independent Associate Identification Number along with a Unique Business Centre which is restricted to single Pan Number. Both the parties agree that this Unique Business Centre is not transferable under any circumstances.
23. That the first party reserves the right to terminate the second party without assigning a reason if the second party violates/works against the policies of the company.
24. Both parties hereby agree that in case of non performance by the second party for the continuous 2 years it will automatically terminate the agreement as per the guidelines clause 4 (2)(c) issued by the Government.
25. All disputes, questions or differences whatsoever shall arise either during the terms of the agreement or upon the termination of the agreement shall be resolved under Indian Arbitration and Conciliation Act 1996 and / or its statutory amendments, modifications and re-enactment. The place of arbitration shall be Bangalore (Karnataka, India) only.
26. The second party has signed this contract after understanding the contents in their vernacular language with their free mind, and without any force / pressure whatsoever of any kind.

By clicking the agreed column, the second party undertakes that he / she / they have read & understood all the terms and conditions, mentioned in Application Form, Contract / E-Contract, and Miracle Health Referral Benefit Program and agree to abide by them.