

TERMS OF USE

Welcome to Bizzzwizzz.com, a portal for Bizwizard Info Solutions Private Limited (hereinafter referred to as "Bizzzwizzz or Company"). Please see below the terms and conditions for the services being offered by the Company in the direct selling model including but not limited to delivery of content via the Website, any mobile or internet connected device or otherwise (**Service(s)**):

ACCEPTANCE OF TERMS OF USE

The Terms herein below constitute a legally binding agreement between you and the Company regarding your use of the Website and the Services. By accessing the Website or the Services and/or by clicking I agree you agree to be bound by these Terms.

1. INTRODUCTION

- 1.1 These Terms and Conditions (hereinafter referred to as "these Terms") apply in full force to and govern your use of this website, including all webpages thereof. Use of this website means and amounts to express agreement of these Terms in full.
- 1.2 In order to register on this website, and/or use of any services offered by the website in the direct selling model, and/or submit material to this website, you would be required to accept these terms in their entirety.
- 1.3 The Company reserves the right, at its discretion, to change, modify, add, or remove portions of these Terms at any time by posting the amended Terms in order to comply with its internal policy and/or any amendment in the law. Please check these Terms periodically for changes. Your continued use of the Website or Services after the posting of changes constitutes your binding acceptance of such changes.

- 1.4 In addition, when using any particular Services, you may be subject to any posted guidelines, rules, product requirements or sometimes additional terms applicable to such Services. All such guidelines, rules, product requirements or sometimes additional terms are hereby incorporated by reference into the Terms.
- 1.5 YOUR ACCESS OR USE OF THE WEBSITE OR THE SERVICES SHALL MEAN THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS. By accessing or using any Website or the Services you also represent that you have the legal authority as per applicable law (including but not limited to age requirement) to accept the Terms on behalf of yourself and/or any other person you represent in connection with your use of the Website or Services. If you do not agree to the Terms, you are not authorized to use the Website or the Services.

2. DIRECT SELLING MODEL:

- 2.1 The Services which will be available for direct selling will include Advisory related to Taxation, Maintenance of Books of Accounts, Filing of Tax Returns and Business Promotion through it's portal.
- 2.2 The term "referral" will mean and include referring the services being offered by the Company mentioned above and the use of such services by the person or legal entity to whom such services have been referred.
- 2.3 The term "Direct Seller" means a person appointed and/or authorised directly or indirectly, by the Company to undertake direct selling business on a principal to principal basis.
- 2.4 You will be enrolled for direct selling as and when you accept the terms and conditions enlisted hereinafter.
- 2.5 The referral benefits will accrue according to the benefits listed out in the benefits section hereinafter.

3. BILLING (to the extent applicable)

- 3.1 By signing up for the Services, you are expressly agreeing that the Company is authorized to charge you a fee as per your selected service package, any other fees for additional services you may purchase, and any applicable taxes in connection with your use of the Services through the credit card or other payment method accepted by the Company (Payment Method) that you provided during registration.
- 3.2 If you want to use a different Payment Method than the one you signed up for during registration, or if there is a change in your credit card validity or expiration date, you may edit your Payment Method information by clicking on your account. If your Payment Method expires and you do not edit your Payment Method information or cancel your account, you authorize us to continue billing, and you will remain responsible for any uncollected amounts.
- 3.3 As used in these Terms, billing shall indicate either a charge or debit, as applicable, against your Payment Method. The subscription fee will be billed at the beginning of your subscription and on each subsequent renewal (as per plan chosen by you) thereafter unless and until you cancel your subscription or the account or the Service is otherwise suspended or discontinued pursuant to these Terms. To see the commencement date for your next renewal period, go to the billing information section on your account page. In order to sustain the Services, it is important that you honor the payment obligations to which you have agreed. Accordingly, the Company reserves the right to pursue any amounts you fail to pay in connection with the Services.
- 3.4 You will remain liable to the Company for all such amounts and all costs incurred by the Company in connection with the collection of these amounts, including, without limitation, reasonable attorneys' fees, and arbitration or court costs. You also understand and acknowledge that the Company only facilitates the third party payment gateway for processing of payment. This facility is managed by the third party payment gateway provider and you are required to follow all the terms and conditions of such third party payment gateway provider.
- 3.5 You are responsible for the accuracy and authenticity of the information provided by you, including the bank account number/credit card details and the like. You agree and

acknowledge that the Company shall not be liable and in no way be held responsible for any losses whatsoever, whether direct, indirect, incidental or consequential, including without limitation any losses due to delay in processing of payment instruction or any credit card fraud. You can file any complaint related to payment transfer at Website and the same shall be forwarded to the concerned third party payment gateway provider for redressal.

- 3.6 Once billing commences, we will continue to bill your Payment Method for your service package for the tenure of agreed services. However, on the expiry of the said period you would be required to renew the same by contacting us and our team in this regard. You may cancel your service package at any time; however, the refunds or credits for partially used periods will be governed in accordance with the refund policy.

4. COMPENSATION PLAN

- 4.1 The compensation plan which you will be entitled to will be as under:

Company is having two kind of packages, Standard Packages and Customised packages. Compensation plan will be applicable only on standard packages. Further it will be applicable only on first purchase i.e. it will not be applicable on any subsequent purchase or upgrade of existing package by any existing customer. In case of refund, compensation policy will not be applicable on that package and if already paid it will be recovered and if any benefit has been given, it will be withdrawn.

If any subscriber of package is working as Direct Seller with the company, following compensation policy will be applicable:

Direct Referral Commission: It will be paid on the package which will be sold by Direct Seller directly where his/her unique ID as a referrer will be mentioned by buyer of package. Commission will be paid at the rate mentioned in the compensation policy at that time which may change without any prior notice.

Auto Renewal of Next Year: This benefit will be given on the packages which will be sold by Direct Seller directly where his/her unique ID as a referrer will be mentioned by buyer of package. This benefit will be given when Direct Seller will refer and generate

specified amount or percentage of sale of his/her package during the tenure of his package. If Direct Seller has upgraded his/her package then he/she need to refer and generate specified amount or percentage of sale of his/her upgraded package. Once Direct Seller fulfills the condition of this clause his/her package will be renewed for next year with the same services without making any payment.

Step commission: This commission will be paid on the matching Business volume (BV) generated on your both lower legs. Commission will be paid at the rate of Rs. 50 per matching Business Volume (BV).

Company may make any change in compensation policy without any prior notice.

For more details, please refer compensation policy and other information available on company website.

- 4.2 You will be allowed a reasonable cooling off period of 30 (thirty) days in which to cancel your participation as a direct seller.

5. OBLIGATIONS OF THE COMPANY

- 5.1 The company will hold a mandatory session either face to face or through online recorded video as soon as you are enrolled as a member of the direct selling model which you would be required to attend. The orientation session will include providing information regarding the services to be offered under the direct selling model, the remuneration system and other information related to the services being offered under direct selling.
- 5.2 The Company will provide information to you in a free and fair manner regarding the remuneration opportunities and related rights and obligations.
- 5.3 The Company will issue you proper Identity Cards for operating as direct sellers in the market on behalf of the Company.
- 5.4 You will be required to provide authentic details of your personal identity as also business transactions on behalf of the Company which will be stored by the Company. The storing of data and details will include "Register of Direct

Sellers" which will contain personal details of every direct seller including their address proof, PAN Card details and the like. You will have no objection to such collection of data and details from you.

- 5.5 You will be provided a detailed account periodically regarding the sales and purchases, details of earning, commissions and the like pertaining to your direct selling activities.

6. OBLIGATIONS OF THE DIRECT SELLER

- 6.1 You will carry your Identity card issued by the Company and any Identity card issued by Government at all times while attempting to sell the services of the Company and will not visit the premises of the customer without prior approval/appointment.
- 6.2 You will explain clearly to the customer the nature of the services being sold by you and the prices, credit terms, terms of payment and any other information related to the service being offered under direct selling.
- 6.3 You will explain to the customer any refund policy or return policy that would be prevalent at the time of you acting as a direct seller.
- 6.4 You will also provide information regarding the grievance redressal mechanism deployed by the Company to address any grievances that may arise in providing services.
- 6.5 You will maintain proper book of accounts of all sales containing the details of the sale including details of purchaser, price of the service, tax levied on the service and the like.
- 6.6 You will not use any deceptive techniques and/or unfair trade practices. You will also not make any factual misrepresentations while selling the services of the company.
- 6.7 You will not knowingly make, engage, omit, or cause or permit to be made, any representation relating to direct selling operation including remuneration system which is false and/or misleading.

- 6.8 You will not encourage direct sellers to purchase services in unreasonably large amounts/quantities.

7. TERMINATION

- 7.1 The Notice of 30 days be given in writing for the termination of this Agreement within the above stipulate time.

8. DISCLAIMER OF WARRANTIES AND LIABILITY

- 8.1 You understand and agree that the Company provides the Services on as-is with all faults and as available basis. You agree that use of the Website or the Services is at your risk. All warranties including without limitation, the implied warranties of merchantability, fitness for a particular purpose, for the title and non-infringement are disclaimed and excluded.

- 8.2 No representations, warranties or guarantees whatsoever are made by the Company as to the:

- (a) accuracy, adequacy, reliability, completeness, suitability or applicability of the information to a particular situation;
- (b) that the Service will be uninterrupted, timely, secure, or error-free;
- (c) the quality of any Services, Content, information, or other material on the Website will meet your expectations or requirements;
- (d) any errors in the Website will be corrected;
- (e) warranties against infringement of any third party intellectual property or proprietary rights; or
- (f) other warranties relating to performance, non-performance, or other acts or omissions of the Company, its officers, directors, employees, affiliates, agents, licensors, or suppliers.

The Company does not warrant that any of the software used and or licensed in connection with the Services will be compatible with other third party software or devices nor does it warrant that operation of the Services and the associated software will not damage or disrupt other software or hardware.

8.3 The Company, its affiliates, successors, and assigns, and each of their respective investors, directors, officers, employees, agents, and suppliers (including distributors and content licensors) shall not be liable, at any time for any, direct, indirect, punitive, incidental, special, consequential, damages arising out of or in any way connected with the use of Website or the Services, whether based on contract, tort, strict liability, or other theory.

9. INDEMNIFICATION

9.1 You agree to indemnify, defend and hold harmless, the Company, its affiliates, successors, and assigns, and each of their respective investors, directors, officers, employees, agents, and suppliers (including distributors and content licensors) from and against any losses, claims, damages, liabilities, including legal fees and expenses, arising out of: any claim due to or arising out of your violation of these Terms, including but not limited to:

9.1.1 a claim arising out of a breach of your obligations, representations or warranties made hereunder;

9.1.2 your use or misuse of or access to the Website or the Services;

9.1.3 your violation of any law, regulation or third party right, including without limitation any copyright, property, or privacy right; or

9.1.4 any claim that you have caused damage to a third party.

9.2 The Company reserves the right, at its own expense, to employ separate counsel and assume the exclusive defence and control of any matter otherwise subject to indemnification by you, and you agree to cooperate with the Company's defence of these claims.

10. GENERAL TERMS

10.1 Relationship

None of the provisions of the Terms shall be deemed to constitute a partnership or agency between you and the Company and you shall have no authority to bind the Company in any manner, whatsoever. This agreement is solely for your and the Company's benefit and not for the benefit of any other person, except for permitted successors and assigns under this Agreement, unless the contrary is stated.

10.2 **Assignment**

You may not transfer to anyone else, either temporarily or permanently, any rights to use the Services or any part of the Services. Any attempt by you to do so is void. The Company may assign, transfer, delegate and/or grant all or any part of its rights, privileges and properties hereunder to any person or entity.

10.3 **Force Majeure**

Neither the Company nor you shall have any liability for any interruption or delay, to access the Website due to Force Majeure Event. For the purposes of this clause, "**Force Majeure Event**" means any event or circumstance or combination of events and circumstances which is reasonably beyond the control of the person affected thereby and which causes or results in default or delay in performance by such affected person of any of its obligations under this agreement and includes an act of God, war, hostilities, civil commotion, strikes, lockouts and other industrial disputes.

10.4 **Applicable Law**

These Terms are governed by and construed in accordance with, the laws of India without giving effect to principles of conflict of law. In the event of any dispute or claim by you against the Company, you agree to submit to the exclusive jurisdiction of courts at Delhi.

10.5 **Survival**

Rights and obligations under the Terms which by their nature should survive will remain in full effect after termination or expiration of the subscription.

10.6 **Non Waiver**

Any express waiver or failure to exercise promptly any right under this agreement will not create a continuing waiver or any expectation of non-enforcement.

10.7 **Entire Agreement**

These Terms constitute the entire agreement between you and the Company with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

11. DISCLAIMER

Any and all services provided to you would be based upon the information provided by you on the website and otherwise. In case any information that should have been revealed is not revealed and/or is concealed whether purposefully or not and such non-disclosure or partial disclosure of information causes any loss or damage either to you or to the website then in such a scenario we would not be liable to indemnify you, however, you would be liable to indemnify us for any such loss.

12. REFUND POLICY

- 12.1 You can apply for a Refund within 30 days of purchase of any service on the website; the said refund should be accompanied with a valid reason as to why the refund is being sought.
- 12.2 If services which have been purchased have been partially used, then no refund will be initiated.
- 12.3 In case of request for a refund you will be required to raise a request on the Helpdesk available in the dashboard in the refund section within the prescribed time period. No other form of refund request will be entertained.
- 12.4 If the amount sought as refund is cleared the same will be approved and you will receive the amount after deduction of administrative and other incidental charges within 30 days from the date of request for refund.