

# Terms & Conditions

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## **TERMS, CONDITIONS & POLICY PROCEDURES**

### **TERMS AND CONDITIONS FOR THE INDEPENDENT DISTRIBUTOR(S) AGREEMENT**

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These Policies and Procedures are an integral part of the Vshine Life Ayur(OPC) PVT LTD(Vshine Life) and It is the responsibility of each Independent Distributor(s) to read, understand adhere to and ensure that he/she is aware of a operating under the most current version of these Policies and Procedures.

Please read the following terms of Service (the " terms and conditions" or the "agreement") carefully ; it is a legal binding agreement. By ticking the " I Accept terms & conditions" and I heard & understood in my own language in the Official Website [www.vshinelife.com\(https://www.vshinelife.com\)](https://www.vshinelife.com), you agree to be legally bound by the terms and conditions of this agreement while becoming a Vshinelife Independent distributor. Or you may registration form/read, understand, sign, scan, and send to the company email address [contactvshinelife@gmail.com](mailto:contactvshinelife@gmail.com).

### **Access to the Services**

- Vshinelife is offering the Service solely for use by the person or entity in whose name an account is registered through the Site (the "registration" or "you") and not for the use or benefit of any third party.
- Vshinelife reserves the right, at its discretion, to modify this Agreement at any time by posting a notice on the Site, or by sending Subscriber a notice via e-mail, and you consent to receipt of such notice.
- If you do not wish to adhere to the Policies and Procedures listed in this document or any of the terms of the Independent Distributor Agreement, please do not execute the application and/or execute the Independent Distributor Agreement.

### **Legal Terms**

- When signing up for the Service, you must provide your full legal name, full bank address, Pan Card copy a valid e-mail address, working mobile number and any other information requested in order to complete the sign process.
- You must be 18 years or elder to use this Service You are responsible for maintaining the security of your account and password Vshinelife cannot and will not be liable any loss or damage from your failure to comply with this security obligation.

### **Modification to Service**

- Any new Government rules and regulations in the future shall be adopted and changes done accordingly.
- Vshinelife reserves the right at any time or periodically to modify or amend, temporarily or permanently, the Service (or any part thereof) with or without notice.

- Such notice may be provided at any time by posting the changes to the Vshinelife Web Site ([www.vshinelife.com](http://www.vshinelife.com)) or the Serve itself. Vshinelife shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service .

### **Warranty Disclaimer**

- The warranty status of the product shall be mentioned as applicable in the site for easy reference.

### **BECOMING AN INDEPENDENT DISTRIBUTOR(S)**

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### **Unique Identity**

- Each Independent Distributor(s) will be allotted a unique membership number. This will become the Distributor(s)Id. Independent Distributor(s) must use their Distributor(s) ID whenever they call the Vshinelife Distributor(s) Services departments to place orders and track payouts and for any other communication with Vshinelife.

### **Benefits of Independent Distributor(S)**

Vshinelife accepts an Independent Distributor(s) Application and Agreement, the benefits of the Business Plan and the Independent Distributor(s) Agreement are available to the new Independent Distributor(s). These benefits are as follows:

- To purchase Vshinelife products at the prescribed MRP.
- Participate in promotional and incentive contests and programs sponsored by Vshinelife its Independent Distributor(s)
- Independent Distributor(s) may retail Vshinelife product and earn retail profit from these sales, subject to the terms and conditions of these Policies and Procedure

### **PRODUCT PURCHASE, PAYMENT AND SHIPPING**

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Any associate who wish to buy a Product from Vshinelifeshall have a valid bank account and they themselves pay the money to the Company account through bank to the below given Bank address. Once paid the money, they have to notify the details of the deposits to the company.

Leaders/Any associates are not allowed to take cash/money from any other persons for associating them into the company.

- You must understand that Vshinelife is manufacturer, we supply /sell the manufacturers product directly to the customer through courier / through stock fonts or franchise. (By hand option also available where our offices are located).
- Product will be delivered to the customer by courier within 10 to15 working days.
- Customers can track the courier id and details from their own login page.

#### **Bank address**

- **ICICI**

A/ c no: 180305500570  
Vijayawada Branch  
IFSC: ICIC0006306

- **SBI**

A/c NO: 38106063765  
Vijayawada  
IFSC:SBIN0001208

### **CUSTOMER REFUND POLICY**

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#### **Refund policy**

- Retail customers are guaranteed 100% product satisfaction within 30 days from the date of purchase of the product
- Vshinelife is a company who is providing full support to our customers for receiving quality Products. If is the a product Company having manufacturing defect, It can be returned for within receiving 15 working days from the date of receipt.
- If you change your mind, you can return the product to us within 30 days of delivery. The Company shall pay all the money back within 10 working days after deducting the courier charge and service charge.

- Shipping charges, service tax and sales tax paid on the original order will not be reimbursed.
- Vshinelife will deduct the amount of commissions or any other earnings, benefits paid on the returned products from the appropriate distributors as and when required.
- All physical products must be packed in the original, unmarked packaging including any accessories, manuals and documentation with sender's identity and invoice.
- Vshinelife reserves the right to reject repetitive product returns.

### **How to request a refund?**

- You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or phone number given on our website:
- Contact via email and customer care number to notify the company for the product issue.
- Ask your upper line leaders to make arrangements for a return.
- The company will assist you and guide you to replace/cancel your orders quickly.

### **Company Contacts**

- Regarding any product issues, the company and the customer shall communicate only through the official company email and Telephone.
- Customer Care Number: +916301239144(tel:+916301239144)
- Email Address: [contactvshinelife@gmail.com](mailto:contactvshinelife@gmail.com)

### **SALES BONUS**

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Weekly sales bonus distribution according to the Sales Volume only.

Saturday sales closing and payment transfer before Tuesday of the following week in case of bank holidays the payment shall be made available on the next working day.

5% TDS and 5 % facilitation charges deducted from all payout

If any payout exceeds 60% of the total turnover of the particular sales closing day, the company shall apply trimming.

## **RESPONSIBILITIES OF VSHINE LIFE DISTRIBUTOR**

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Any Independent Distributor( who sponsors another Independent Distributor(e) into VSHINELIFE must train the new Independent Distributor(s) in product knowledge, effect sales techniques, the Business Plan, and the Policies and Procedures, Independent Distributor(s) must also supervise and monitor Independent Distributor(s) in their Down line Organization to ensure they conduct business professionally and ethically. promote sales properly, and provide quality customer service. As an Independent Distributor(s) progresses through the various Levels of leadership his/her responsibilities to train and motivate down line Independent Distributors) will increase.

## **REPORTING VIOLATIONS AND REWARD PROGRAMME**

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A cash reward has been set for the Independent Distributor(s) who report the observed violations of Vshinelife Terms and Policy by any other distributor or any person.

## **SALES REQUIREMENTS**

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Independent Distributor(s) shall sell Vshinelife Products at the maximum retail price (MRP) mentioned on the product label.

Vshinelife strictly prohibits the purchase of products in unreasonable amounts solely for the purpose of qualifying for commissions, bonuses, or advancement in the Business Plan. Independent Distributor(s) may not purchase more than they can reasonably resell or consume in any four-week rolling period, nor encourage others to do so. Each Independent Distributor(e) must make his/her own decision with regard to these matters

## **GRIEVANCES AND COMPLAINT**

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Technical support is only available via email/ customer care number. While Vshinelife will work to respond to all requests within 7 working days.

There is no fee or no commission for enrollment. If anyone would like to buy a Product from VSHINELIFE they have to make the payment directly to the Company bank account. Register the details into the company website and shall receive an SMS with Pin Number within a day or two. If the person did not receive the SMS within 5 working days, the person have the responsibility to notify the company through customer care number or company email.

When an Independent Distributor(s) has a grievance or complaint with another Independent Distributor(s) regarding any practice or conduct in relationship to their respective VSHINELIFE businesses, the complaining Independent Distributor(s) should first discuss the problem with the other Independent Distributor(s). If this does not resolve the problem, the complaining Independent Distributor(s) should report the problem to his/her up line Diamond Leader to resolve the issue at a local level. If the matter cannot be resolved within thirty (30) days from the date on which It was reported to the up line Diamond Leader, it must be reported in writing to the Vshinelife Department. The Compliance Department will review the complaint and make a final decision.

## **COMPLIANCE DEPARTMENT REVIEW**

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Upon receipt of a written complaint, the Vshinelife Compliance Department will investigate the matter, review the applicable policies, and render a decision on how the dispute shall be resolved.

The Compliance Department may also issue disciplinary sanctions consistent with the provisions of Section 16. Subject to applicable law, Vshinelife Compliance Department's decision shall be final and binding on the Independent Distributors to the dispute.

## **MISLEADING PRACTICES**

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Being honest and thorough in presenting material from the Vshinelife Business plan to all potential Independent Distributor(s).

Making clear that income from the Vshinelife Business Plan is based on product sales to get the Retail income and by sponsoring new member(s) to get the binary income.



Representing that past earnings in a given set of circumstances do not necessarily reflect future earnings.

Not misrepresenting the amount of expenditure that an average Independent Distributor(s) might incur in carrying on the business.

Not misrepresenting the amount of time an average Independent Distributor(s) would have to devote to the business to achieve the profit estimated, and not stating that profits or earnings are guaranteed for any individual Independent Distributor(s).

Vshinelife Independent Distributor(s) may not make claims or representations that Vshinelife products have therapeutic or curative properties except those contained in Official Vshinelife Material. In particular, no Independent Distributor(s) may make any claim or representation that Vshinelife products are useful in the cure, treatment, diagnosis, mitigation, or prevention of any diseases. Such statements can be perceived as medical or drug claims. Not only are such claims and representations violative of the Independent Distributor(s) Agreement, but they also violate the laws and regulations of India.

## **PARTNERSHIP INDEPENDENT STATUS**

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It is the responsibility of those persons involved in the Entity to conform to the laws of the state in which their entity is formed. Vshinelife reserves the right to approve or disapprove any Independent Distributor application and Agreement submitted by an Entity, as well as any independent Distributor.

Vshinelife Cannot divide a Downline Organization, Nor can it divide the payout cheq between the joint owners unless otherwise agreed to in writing by Vshinelife.

In case of death or an unexpected event the ID shall be transferred to a family member. Children's below 18 yrs. are not eligible for taking the distributorship.

If a jointly owned Distributor(s) ship is dissolved, the primary applicant/member of the joint owners may continue to operate the Distributor(s) ship, but the other joint owner(s) must relinquish his/their rights to, and interests in, the Distributor(s) ship.

## **TRANSFER, OF DISTRIBUTOR(S) SHIP**

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Assigned Unique Number ids are non-transferable unless a duly signed request letter by transferor & receiver and attested by their Diamond Leader is sent to the company for our perusal and approval.

Minimum it will take 48 to 72 Hours to transfer any sites.

Without the concern and approval from the Company, distributors are not allowed to work or get associated with any other distributor or Company directly or Indirectly. If found the Company has the full rights to terminate the same distribution ship without notice.

If an active distributor(s) wants to change his position, he has to be standby for 6month with an approval from the Company.

The transferring Independent Distributor(s) must be in good standing and not in violation of any of the terms of the Independent Distributor(s) Agreement or Policies and Procedures, to transfer his/her Distributor(s) ship.

Vshinelife will not approve the transfer of a Distributor ship to any individual or Entry that is a current Independent Distributor(s) or who has an ownership interest in any Distributor(s) ship. Similarly, Vshinelife will not approve the transfer of a Distributor(s) ship to any individual or Entity that has previously had any ownership interest in, or operated, a Vshinelife Distributor(s) ship.

The No objection certificate (NOC) from the Sponsor must be submitted.

Remit Rs. 500/- (Five Hundred Only) in favor of Vshinelife towards the transfer processing fee.

## **TAXES**

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Any individual operating a business is required to obtain a Permanent Account Number from the income Tax Department when their earnings become taxable under the Indian income Tax Act. Please consult your tax advisor for rules and details as Tax laws will change from time to time.

It is mandatory for all Independent Distributor(s) to provide their PAN number details. Currently, TDS deduction of 5% is applicable for those who provide PAN details and 20% deduction for those who do not provide the PAN number details as per the Income Tax Act.

5% Deducted TDS shall be paid to the Government periodically.

Vshinelife will collect and remit sales taxes on behalf of Independent Distributor(s) at the maximum retail price according to applicable tax rates to which the shipment is destined.

## **INTELLECTUAL PROPERTY RIGHTS**

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An Independent Distributor should not use the Vshinelife trade name or corporate logo to promote their independent business without the prior written approval from Vshinelife.

Independent Distributor may not record, reproduce, or copy any presentation, or materials from any Vshinelife corporate function or event, or, speech by any Vshinelife spokesperson, representative speaker, officer, director, or other Independent Distributor or any Official Vshinelife Material.

Independent Distributor participates in other Direct Selling ventures; they may not allow participating in any official program conducted by Vshinelife Independent Distributor(s) must avoid all misleading, illegal, unethical, or immoral conduct or practices In their marketing and promotion of Vshinelife, the Vshinelife opportunity, the Business Plan, and the products.

## **DISCIPLINARY ACTIONS**

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Violation of any of the terms and conditions of the Independent Distributor(s) Agreement or these Policies and Procedures, or any illegal, fraudulent, deceptive, or unethical business conduct by an Independent Distributor(s), may result, at Vshinelife discretion, in one or more of the following actions:

Withdrawal or denial of an award or recognition , or restricting participation in Vshinelife sponsored events for a specified period of time or until the Independent Distributor(s) satisfies certain specified conditions;

Withholding commissions or payout for a specified period of time or until the Independent Distributor(s) satisfies certain specified conditions;

Suspension of certain privileges of Distributor(s) ship, including but not limited to placing a product order, participating in Vshinelife programs, progressing in the Business Plan, or participation as a Sponsor, for a specified period of time or until the Independent Distributor(s) satisfies certain specified conditions or any other right or privilege;

Imposing fair and reasonable fines or other penalties in proportion to actual damages incurred by Vshinelife and as permitted by law; and/or

Terminating the Distributor(s) ship by terminating the Independent Distributor Agreement.

VSHINELIFE (OPC) PVT LTD reserve the right to cancel membership (id/account) of the relevant Member if it is not satisfied that a member meets the terms and conditions or if the Member engages in any misconduct, misconstruct, fraud or abuses of the Companies Business plan, Benefits and Awards... Once Membership is terminated, all benefits and privileges shall cease forthwith

## **CANCELLATION**

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You are solely responsible for properly canceling your account. An email to [contactvshinelife@gmail.com](mailto:contactvshinelife@gmail.com) for your verified registered email id will be used to cancel your account. Account Information cannot be recovered once your account is cancelled. If you cancel your service you will receive a product worth of unused portion of the amount. Cancel your product and refund the money only once we receive the return courier of the product.

## **DOWN LINE REPORTS**

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The Independent Distributor(s) acknowledges and agrees that the Downline Organization Reports are being provided to the Independent Distributor(s) subject to this agreement of confidentiality and nondisclosure and in the event of non-compliance with these requirements; Vshinelife will take server action which may even lead to termination and shall not provide access to Downline Organization Reports to the Independent Distributor(s).

## **GENERAL CONDITIONS**

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Technical support is only available via email /customer care number. While Vshinelife will work to respond to all requests within 7working days.

You must understand that Vshinelife is not a manufacturer, we supply/sell the manufacturers product directly to the customer through courier.

There is no fee or no commission for enrolment.

### **Advisory Board**

- A distributor who passes through Pearl, Sapphire, Emerald and Diamond Ranks are only eligible to become the member of Advisory Board.
- Any person who makes unwanted issues or develop team of persons inside the Advisory shall be suspended immediately from the board.
- The Purpose of this Board is for improvement and betterment, thus we all expect an open and Quality discussions.
- Advisory meeting shall be held on the 1st day of every Month.