



AMWAY DIRECT RETAILER/SELLER APPLICATION

Direct Retailer/Seller No. 7008350287

PERSONAL DETAILS

Primary Applicant Name:	A JOSANTH SMILAN	Co-Applicant Name:	
Primary Applicant DOB:	28/11/2002	Co-Applicant DOB:	
Primary Applicant Gender:	MALE	Co-Applicant Gender:	

ACCOUNT INFORMATION

Bank Name:	STATE BANK OF INDIA	PAN Number:	NPVPS2114Q
IFSC:	SBIN0000908		
Account No.:	39867508157		

CONTACT DETAILS

E-mail Address:	JOSMILAN010@GMAIL.COM
Mobile Number:	8667036696
Home Phone:	
Office Phone:	

ADDRESS

Address Line 1:	41,SINGARATHOPPU INFANT JESUS MATRIC SCHOOL OPP
Address Line 2:	
City/Town/Village:	RAMANATHAPURAM
Post Office:	RAMANATHAPURAM
District:	RAMANATHAPURAM
Landmark:	
Pin Code:	623501
State:	TND

SPONSOR'S DETAILS

Sponsor No.:	5722508	Sponsor Name:	S, AROCKIAARUL JOSEPH & AR, HYSANTH MA
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UPLOADED DOCUMENTS

ID Proof:	PAN_CARD	Address Proof:	AADHAAR_CARD
ID Proof No:	NPVPS2114Q	Address Proof No.:	828217996685

I/We hereby confirm that the above information and details entered by me/us are accurate and correct and the documents uploaded are the documents that are in my/our name and Amway India would not be liable under any circumstances if any particulars or information provided by me/us is found incorrect.

I/we hereby understand and acknowledge that in the event that any information furnished by me/us is found to be false/incorrect/inappropriate then the Company shall have the right to terminate any contract arising out of this application immediately without notice.

I/We hereby consent to Amway sharing my/our contact details for enabling contact with the other Amway Direct Sellers and for the registered preferred customers to contact me/us. I/we also agree to Amway keeping us/me informed with personalized news, offers, promotions, product related information customer leads, and any other business information that Amway believes is important for my/our business through the contact details shared by me/us. I hereby declare that to the best of my knowledge and belief, all information given in this application is true.

This application and the supporting documents are uploaded on Date: **26-May-2021** and Time: **08:49:21 AM** from IP address **10.1.2.121**

Terms and Conditions

These Terms and Conditions are to be read together with the Direct Retailer/Seller Application ("Application"). They become binding if and when Amway, in its sole discretion, accepts the Application pursuant to Clause 2 here in and and Section 3 and 4 of the Code of Ethics and the Rules of Conduct for Amway Direct Retailer/ Seller (herein after jointly referred to as Rules).

1. Amway appoints, as of the Effective Dates, the individual(s) identified in the above Direct Retailer/Seller Application, or if applicable, the legal entity listed therein (the "Entity"), as a Direct Retailer of Amway Products and services on a 'Principal to Principal' basis, and the Applicant(s) (herein after individually or collectively referred to as the "Direct Retailer ") agree(s) to such appointment. As of the Effective Date and upon receipt of ordering information and completion of any required formalities, the Direct Retailer may, on a non-exclusive basis, within the Territory as may be communicated by Amway, and otherwise in accordance with the Direct Retailer/Seller Contract, purchase Products from Amway in order to sell, distribute and market the same, and also register Preferred Customers. Amway may, at its own discretion, appoint the Direct Retailer as a Direct Seller on the applicable Effective Date as defined here under subject to the prescribed conditions being met.

Definitions:(a.) **Cooling Off Period:** shall, subject to Clause 9, mean a period of 90 days from the date of acceptance of this Direct Retailer/ Seller application by Amway, within which period any new Direct Retailer/Seller shall be entitled to terminate this Contract without penalty and be entitled to full refund of price of products or materials purchased from Amway upon return of such products or materials in saleable condition. (b.) **An Amway Direct Retailer (ADR)** shall mean a person who has successfully demonstrated the capability and intent to retail Amway products to consumers by achieving the defined sales criteria and continues to demonstrate the same. An Amway Direct Seller (ADS) means an Amway Direct Retailer who has been successfully assessed to possess the requisite skills and capabilities to build coach mentor and tutor a sales team and has accordingly been granted sponsoring rights by the Company. (c.) **Direct Retailer/Seller Contract:** in accordance with Rule 2.1 of the Amway Rules of Conduct shall mean and include the following: i. The Direct Retailer/ Seller Application ii. These Terms and Conditions forming part of the Direct Retailer/Seller Application; iii. The Amway Sales and Marketing Plan; iv. The Code of Ethics of Amway Direct Retailer/ Seller; v. The Rules of Conduct for Amway Direct Retailer/Seller vi. The Amway Refund Policy; and vii. The Quality Assurance Standards, which forms part of the Amway Business Starter Guide as amended from time to time: viii The Direct Selling Guidelines/Rules published by the Central or State Governments from time to time including its amendments thereof. Amway may notify any such amendments on its website www.amway.in and also through issuance of Leadership and/or through any other mode of communications (d.) **Saleable:** shall mean marketable, unused, not expired, not seasonal, not discontinued or not being special promotional products and/or services. (e.) **Territory:** shall mean the Republic of India. (f.) **Effective Date:** i) In case of an ADR the date on which the prescribed sales criteria is met not being earlier than seven days from the date of completion of joining formalities including complete submission of this application Form.(ii) In case of an ADS the date on which the ADR is made sponsor capable by Amway on being certified after completion of the Business Development Assessment and Certification programme not being earlier than seven days from the date of completion of joining formalities including complete submission of this application Form .

2. Duration: This Direct Retailer/ Seller Contract, shall remain valid and continue to remain in full force unless terminated earlier by either Party with or without cause as given herein below in Clause 8.

3. No Employment Relationship: The Direct Retailer/ Seller hereby confirms that he/she/they has or have entered into this Direct Retailer/ Seller Contract as an independent contractor. Nothing in the Direct Retailer/Seller Contract shall establish either an employment relationship or any other labour relationship between the Parties or a right for the Direct Retailer/ Seller to act as a procurer, broker, commercial agent, contracting representative or other representative of Amway. When purchasing and selling Amway Products, the Direct Retailer/ Seller shall operate as an independent vendor, acting in his/her/their own name, at his/her/their own responsibility and for his/her/their own account.

4. No Assignment: This Direct Retailer/Seller Contract is intuitue personae entered into on a personal basis, and neither this Direct Retailer/ Seller Contract, the Business Development Assessment Certificate nor any of the rights or obligations of the Direct Retailer/ Seller arising hereunder may be assigned or transferred without the prior written consent of Amway

5. Representative(s): The Primary applicant, Co-Applicant and Authorized Representative(s) acknowledge(s) that Amway will deal exclusively with the Primary applicant/Authorized Representative in respect of all Amway Business matters, and also pay commissions and/or any other incentives to and in the name of the Primary applicant/Entity only. However, for any violations of the Rules of Conduct or other conditions of the contract or any breach thereof, the Primary applicant, Co-Applicant and any Authorized Representative, as the case may be, shall be held jointly and severally accountable and liable

6. Payments and Bank Accounts: Amway will make all payments on account of commissions, discounts, returns or refunds etc. through bank transfer in favour of the Primary Applicant/Entity only as per the details provided in this Direct Retailer/Seller Application or as per the details that may be updated solely by the Primary applicant/Entity in writing from time to time. The bank account must be opened and operated in full compliance with Indian law, including with respect to applicable foreign exchange laws.

7. Obligations of Direct Retailer / Sellers:(a.) The Direct Retailer/ Seller shall not sell any Amway Product for a price exceeding the Maximum Retail Price mentioned on the labels of the Amway products. (b.) The Direct Retailer/ Seller shall, throughout the validity of this Direct Retailer/Seller Contract, strictly adhere to all applicable laws, rules, guidelines, regulations and other legal obligations that affect the operation of his/her/their direct selling business. The Direct Retailer/Seller shall be responsible for obtaining any applicable registration, license, approval or authorization, a copy of which shall be provided to Amway upon request. (c.) Direct Retailer/Seller/ of Amway shall: i. always carry their identity card and not visit the consumer's premises without prior appointment / approval; ii. truthfully and clearly identify themselves and state the purpose of solicitation to the prospective consumer and state the identity of Amway, 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, complaint redressal mechanism etc.; iii. provide a bill and receipt to the consumer for orders placed; iv. subject to applicable legal requirements, maintain proper books of accounts in prescribed forms; (d.) Direct Retailer/Seller of Amway shall not: i. use misleading, deceptive or unfair trade practices for sale or recruitment of prospective direct retailer/seller; ii. require or encourage other Amway direct retailer/ seller to purchase Amway products or services in unreasonably large quantities; iii. provide any literature and/or training material not issued/approved by Amway, to a prospective and/or existing direct retailer/ seller; iv. Require prospective or existing direct retailer/ seller and preferred customers to purchase any literature, business support materials, or training material or sales demonstration equipment or to participate in non-Amway approved

events/trainings/meetings in any form and manner, strictly adheres to, inter alia, the Rules for Amway Direct Retailer/Seller.

8. Termination of the Direct Seller Contract. The Direct Retailer/Seller may without assigning any reason, terminate this contract after giving written notice of 30 days to Amway and this contract would be terminated automatically upon expiry of the notice period. A Direct Retailer/Seller shall not be entitled to purchase Amway products or services upon serving the notice. In addition to the above: Amway may terminate this Direct Retailer/ Seller Contract forthwith in case: i. the Direct Retailer/ Seller violates the provisions of the Rules; ii. for reasons of non-performance of sales of Amway products and services as per the sales criteria defined by Amway from time to time, if any; iii. for the breach of any provision hereof including but not limited to non-compliance to Rule 4.2.1, Zero Tolerance Policy, and Rule 4.10 of the Amway Rules of Conduct; iv. for the breach of any Law/Rules/Guidelines/Orders issued by Central or any State Governments and any advisory/regulation issue by any appropriate government authority; v. due to misrepresentation by the Direct Retailer/Seller to any consumer or prospective Direct Retailer/Seller; or vi. due to legal, regulatory or other developments that require material operational changes within the Territory, in which case Amway may, if regulatory conditions allow, endeavor to restructure the contractual relationship with the Direct Retailer/Seller on such terms and conditions as are then practical and legally permissible. Amway may from time to time amend any of the documents comprising the Direct Retailer/Seller Contract through notice on its website, www.amway.in, also through issuance of Leadership and any other mode of communications. If the Direct Retailer/Seller does not agree to be bound by such amendment(s), he/she/they may terminate the Direct Retailer/Seller Contract with immediate effect by giving a written notice to Amway. Otherwise, the Direct Retailer/Seller's continued relationship with Amway constitutes an affirmative acknowledgment by them of the amendment(s), and his/her/their agreement to be bound by the same.

9. Severability. If any provision of these Terms and Conditions is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect.

10. Governing Law. The Direct Retailer/Seller Contract and all questions of its interpretation shall be governed by and construed in accordance with the laws of the Republic of India, without regard to its principles of conflicts of laws. The Agreement is civil in nature and hence, it is to be governed and construed in accordance with the Indian Contract Act, 1872, the Code of Civil Procedure and other applicable laws of India.

11. Dispute Settlement. The parties shall endeavor to settle any dispute or difference arising out of or in connection with the Direct Retailer/Seller Contract through mutual discussions within 30 days of such dispute arising. The Direct Retailer/seller agrees that in the event it is not satisfied by any decision of Amway, or in the event that any issue raised by the Direct Retailer/Seller/ has remained unresolved for a period of more than two months, and / or during the subsistence of this agreement or upon or after its termination, any issue or dispute that the Direct Retailer/Seller may have regarding the interpretation or operation of the clauses of this arrangement or any issues arising there from shall be referred to Grievance Redressal Committee set up by the company. Any dispute, difference or claim remaining unresolved post reference to the Grievance Redressal committee discussions shall be submitted to binding arbitration under the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be at New Delhi and the award of the Arbitrator shall be final and binding on all Parties. Subject to the above, courts at New Delhi shall alone have jurisdiction in relation to the Direct Retailer/Seller Contract and matters connected here to.

12. Limitation on Liability. Amway's liability, whether in contract, or otherwise, arising out of or in connection with this Direct Seller/Retailer Contract shall not exceed the less of:(a) actual damages or loss assessed by the arbitrator or any other dispute resolution mechanism adopted by the Parties, or;(b) the total commission earned by the Direct Retailer/Seller during the six-month period preceding the date of the dispute.

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 and agree to abide by all of its provisions. I/We hereby request Amway India to accept payments from my/our preferred customers on our behalf and credit my/our account with the points and other benefits for the sale as per company policy. The products so ordered by my/our consumers may kindly be shipped directly to their address mentioned by them if so requested. I/we undertake to provide all assistance to my/our preferred customers in accordance with my/our obligations and duties cast upon me/us as per the contract with Amway. I/we hereby authorize Amway to have my/our Direct Retailer/Seller status converted to that of a Preferred Customer under our Sponsor in the event I/we failing to fulfill the sales requirements as set by Amway. I/We have no objection in such conversion and agrees to be bound by the terms and conditions as applicable to Preferred Customer and this clause shall survive termination of the agreement.

We may at any time revise these Terms and Conditions by updating the same on this website. All Amway Direct Sellers are bound by any such revisions and should therefore periodically visit the Amway web page to review the then current Terms and Conditions to which you are bound.

The applicant hereby states that the documents uploaded along with the application are not defamatory, threatening, obscene, harassing, 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 is strictly prohibited.

This Application Form and the Terms and Conditions are Generated and issued is based on the inputs and information that the submitter has keyed in and submitted for the mentioned I. P. address on the date and time as captured. The copy of the same and the copy of the documents submitted would be send by mail to the mail id that you have provided to us. In case of any discrepancy you are requested to contact us by writing to care@amway.com

This Direct Retailer/Seller Application 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 a legally binding document on the parties named herein above and Amway India Enterprises Pvt. Ltd. These terms of use will be effective upon your acceptance of the same (directly or indirectly in electronic form or by means of an electronic record) and will govern the relationship between us.

Primary Applicant **A JOSANTH SMILAN**
Name:

Co-Applicant Name: