



# Ezykart Retail OPC Pvt Ltd

P-4, 3rd Floor, Dwarka Mor, Delhi-59

[www.easycartbooster.com](http://www.easycartbooster.com), [Info@easycartbooster.com](mailto:Info@easycartbooster.com)

Affix  
Passport Size  
Photo

Day	Month	Year
<input type="text"/>	<input type="text"/>	<input type="text"/>

ID. No.

## DISTRICT SELLER APPLICATION FORM

### 1. Sponsor Information

Referral ID \*

Referral Name\*

Position \*

☐

Left

☐

Right

### 2. Personal Information

notify any

Name:

Date of Birth

Father/Spouse Name :

Sex

☐

M

☐

F

Address

City

P.O. / P.S.  
District

State

Phone No.

Pin Code

Mobile No.

Email Address

### 3. Occupation Information

Occupation

Bank Name

Branch

Account No.

A/C Type

IFSC Code

GST No.

Pan No.

DL/Voter ID No.

Aadhar No.

### 4. Nominee Information

Nominee Name

Nominee relation

Mobile No.

Address

### 5. KYC Documents (To be enclosed)

PAN

AADHAR

CANCELLED CHEQUE/  
PASSBOOK

TWO  
PHOTOGRAPHS

### 6. Undertaking

I/We undertake that I/We have understood the use of the product and the Sales & Marketing plan with a clear state of mind. I/We, am/are enrolling as a Direct Seller of Ezykart Retail OPC Pvt. Ltd. and state that I/We have read and accepted the Policy & Procedures and Terms & Conditions Mentioned here and on companies website : [www.ezykartbooster.com](http://www.ezykartbooster.com) and other link site I/we will not share any confidential data/login credentials with anyone under any circumstances. I/We further certify that all the information written here is true and correct. I/We will operate my/our business by buying products on my/our own expenses (b). I/We will not make any claims, representation or any statement about the products other than stated in the official company literature (c). I/We will not indemnify Ezykart Retail OPC Pvt. Ltd. against any liability arising from any false claims/ commitments and representations or any unethical statement made by me/us. (d) I/We agree to abide by the Sales & Marketing Plan, Terms & Conditions, Policy and Procedures as set for in the Literature and Manual of Ezykart Retail OPC Pvt Ltd or any circular that may be printed periodically (e). I/We understand that my distributorship may be revoked, should I/We fail to comply with the above stated conditions. All the disputes are subject to Delhi Jurisdiction only.

7. 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 Ezykart Retail OPC Pvt. Ltd. would not be liable under any circumstances if any particulars or information provided by me/us is found incorrect. I am aware that Ezykart can take legal recourse against me in case any information provided herein is found to be untrue or false. I hereby declare that to the best of my knowledge and belief, all information given in this application is true.

Direct Seller Signature

Date

## **Terms and Conditions**

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 CG-DL-28122021-232214 Pt.. II, Sec-3 Sub Section (I) dt-28 Dec 2021 India Contract Act, 1872 and supersedes and prior terms and conditions, discussions or agreements between Company and Direct Seller. These Terms and Condition are to be read together with the Ezykart Direct Seller Registration Form. They become binding if and When Ezykart in its sole discretion, accepts the Applicatio Pursuant to acceptance of Ezykart Policy and Procedures.

### **1. Definitions :**

(a) Direct Seller shall mean a person appointed by Ezykart on a principal-to principal basis through this Direct Seller Cntract to undertake sale, distribution and marketing of Ezykart products services and to register Prospect/Customers within the Territory. A Ezykart Direct Seller may introduce or sponsor further levels of Direct Sellers and support them to build their dirct selling business of Ezyart goods & Services.

(b.) Direct Seller Contract: in accordance with Ezykart Rules shall mean and include the following:

I. The Direct Seller Application Form II. These Terms and conditions forming part of the direct Seller Applicationn. III. The Ezykart Sales and Marketing Plan; iv. The Ezykart policy and Procedures; as amended from time to time. Ezykart shall notify any such amendments on its website, [www.ezykartbooster.com](http://www.ezykartbooster.com)

©.) Salable : Shall mean marketable, unused, not expired, not seasional, discontinued of special promotional products and/services.

(d.) Territory : Shall mean the Republic of India.

(e.) Effective Date : shall mean the date of submission of the duly filled Direct Seller Application, subject approval by Ezykart Retail OPC Pvt. Ltd.

**2. Cooling Of Period :** Shall mean the duration of the time counted from the date when the Direct Seller and the direct Selling entity (Ezykart Retail OPC Pvt. Ltd.) enter into the agreement undr clause 4 of the Direct Selling Guidlines and subject to Ezykart policy & Procedures and Clause 9 here in, mean a period of 15 days from the date of acceptance of this Direct Seller application by Ezykart within which period any new Direct Seller shall be such products or materials in saleable condition.

**3 Direct Sellership/Direct Selling :** Ezykart appoints, as of the Effective Date, the individual/entity identified in the above Direct Seller form, or if applicable, the legal entity listd therein (the "Entity") defined under Clause 1(7) of Direct Selling Guidelines of 2016, as a Direct Seller of Ezykat Products and seviles, and the Applicant (hereinafter individually or collectively referred to as the Ezykart Direct Seller\*) agree(s) to such apointment As of the Efetive Date, and upon receipt of ordering information and comletion of any required formalities, the Direct Seller may, on a non-excusive basis, within the teritory as may be comminated by ezykart and otherwise in accordance with the direct seller contract and notification by department of consumer affair, purchase ezykart products from ezykart in order to sell, distribute and market the same, also register prospect / costomers.

**4. Duration :** This Direct seller Contract, shall remain valid and continue to remain in full force for a period of SIX(6) MONTHS unless terminatd earlier by either Party with the prior notice of 30 days in such intance and n such terms where, a Direct Seller is fund to have made no sale of goods or seviles for a period of up to 6 month since the Exccutions/Entering into the contrat/Agreement.

**5. No Employment Relationsip:** The direct Seller hereby confirms that he//she/they has or have enterd int this Direct Seller Contact as an independent contracctor 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 Eykart. When purchasing and selling Ezykart products, the Direct Seller shall operate as an independent representative, acting in his//her/thir own name, at his/her/their own responsibility nd for his.hr/their own accouunt.

**6. No Assignment :** This Direct Seller Contract is intuited personae entered into on a personal basis, and neiethr this Direct Seller Contrat nor any of the rights or obligations of the direct Seller/s arising hereunder may be assigned or transferred wthout the prior written authrization of Ezykart Retail OPC Pvt. Ltd.

**7. Payments and Bank Accounts :** Ezykart will make all payments on account of commissions, discounts, returns or refunds etc through 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 bt te Direct Seller in writing from time as the Ezykart Retail OPC 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 of Healthcare Advice provided :** The products, information, services and other content provided on and through this website, including without limitation any products, information, services and other content provided on any Linked Site, ae provided for informational puposes only to facilitate discussions with your beauticians or other healthcare professional (collectively, "Cosmetics Professional") 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 coontained on or in any product label or packaging. No healthcare advice, recommendation, or opinion is ofered on theis website,

### **9. Obligaions of Diret Sellers :**

(a) The Dret Seller shall not sell any Ezykart Product or service for a price exceeding the Maximum Retail Price mentioned on the labels of the Ezykart products,

(b) The Direct Seller shall, throughout the validity of this direct Seller Contract, strictly adhere to all applicable las, regulations and other legal

obligatos that fact 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 Ezykart upon request,

© Direct Sellers for Ezykart shall :

**I,** always carry their identity card provided by ezykart wen meeting casters/prospects/ other direct sellers and not visit the customer's/respect's Premises without prior appointment/approval

**ii.** truthfully and clearly identify themselves and state the purpose of solicitation to the prospective customer/Prospect and state the identity of Ezykart

**III.** Provide complete expansion and demonstration as well as description of the nature of products and services being offered for sale, Provide details of prices, credit terms of payment, return policies, terms of guarantee, after sales service, Sales and Marketing Plan etc.;

**iv.** provide the following narration to the prospect/ customer at the time of sale, namely;

- a) Name, address, registration number or enrollment number, identify prof and telephone number f 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 foods 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 recent;
- e) Time and place for inspection of the sale and delivery of good;
- f) Information of his/hr rights to canal the order and / or to return the product in saleable condition and avail full refund on sums paid;
- g) Details regarding the complaint reprisal mechanism;

**v** Subject to applicable legal requirements, maintain proer books of accounts stating the details of the products, rice, tax and the quantity and such other details in respect of te foods sold by him/her, in such form as per applicable law,

(d) Direct Sellers for Exact shall not :

Use misleading, deceptive or unfair trade practices for sale or recruitment of prospective Direct Sellers wish shall lead to violations of consumer

rights protected under Consumer Protection Act, 2019;

Make any factual representation to a prospect ehta cannot be verified or make any promise tha 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 represeentation relating to the Direct Selling opraton, including Sales and Marketing Plan and agreement between Ezykart and the Direct Sller, or the goods and / or services being sold by such Diret Seller which is false and // or misleading'

Require or encourage other Ezykart Direct Sellers to purchase Ezykart produccets or services in nreasonably large quantities;

Provide any literature and./ or \training material, not restricted to collatral issued by Ezykart to a prospet and/or existing Direct Seller which has not been approved by Ezykart.

Require Prospect or existing Direct Sellr/s to purchase any literature or training material or sales demnstration equipment/ business kit.

**j**c) A Direct Seller mut strictly adhere to, inter alia, the Ezykart Policy and Procedures fr Ezykart Direct Sellers.

**10. Termination Policy :** The Diret Seller ay without assigning any reasn, after giving written one-month prior notice to Ezykart to terminat this Contract and this contract would be terminated automatically. A Direct /seller shall not be entitled to purchase Eykart products or services upon serving the notice

**(a)** Ezykart may terminat this Direct Seller Contract forthwith in case;

**(I)** the Direct Seller violates the provisions of the Code of Ethics or the Rules of Conduct

**(II)** for th breach of any provision herein including but not limited to nn-copliance to the Ezykart policy and procedure, Sales and Marketing Plan, Rules of Conduct, etc;

**(iv)** due to misrepresentation by the Direct Seller to any customer/Prospect; or

**(v)** due to legal, regulatory or other developepts that require matrial opratinal Changs within the Territory,, in which case Ezykart may, if regulatory cnditions allow, endeavor to restructure the contractual relationship with the Direct Seller on such terms and cndtions as are then Practical and legally permissible..

**(b)** Ezykart shall also have the right to terminate this cntract by giving one -month prior notice in writing at the instance if the Direct Seller fails to make any sales of Ezykart products or servicees for a period wo years or since the date of last sale made by the Direct Seller

**(c)** Ezykart may, from time to time, arned any of the douments comprising the Direct Seller Contract in order to comply with the changin laws that apply to Ezykart through notice on its website [www.ezykartbooster.com](http://www.ezykartbooster.com) If te Direct Seller dose nt agree to be bund by such amendmentf s), he/she/they may terminate theDirect Seller Contrat with immediate effect by giving a one mnth prior written ntie to Ezykart otherwise, the Direct Seller's continued relationship with Ezykart constitutes an affirmative acknowledgment by the Direct Seller of the amendment(s), and his/her/their agreement to be bound by the same.

**(d)** Direct Seller shall be provided with buy back policy for currently marketable goods or services sold to Direct Seller, on thhe request of te Direct Seller ade in written notice to Ezykart

**11. Linked Site/s :** Linked sites re sites to which direct seller may redicted from any link given on our website i.e. Ezykart and e

Linked Sites are sits which are not operated by Ezykart and it has no control over the linked Sites and accepts n9o respnsibility for them or fr any loss or damage that may arisee from yur use of them Your use of the Linked Sites will be subject to the terms of use and service contained within each such site.

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

**13. 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 15 days of its purchase. Please refer to policy and procedure for details.

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

**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, obligation, affirmations, representations, and warranties set forth in this Terms and Conditions, and to abide by and comply with 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.

The Applicant hereby states that the documents uploaded along with the form 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 will attract legal action from Ezykart.

I/We do not claim that all direct seller under me in this company as my employee or my personal asset as they all are individually enrolled with the direct selling agreement with the company and getting same facilities as other seller of the company. as per company sales plan.

In this direct Selling plan incentive, Income are not given on joining or recruitment. It is purely on product sell and Purchase I/We read and studied full plan and I confirm that this company is as per guideline of Govt. of India Direct Selling latest notification.

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

**This Direct 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 binding on the parties named herein and Ezykart.**

Applicant Name :

Applicant Signature

Date:

City :