

## ***Terms & Conditions of Harissons Bags Representative***

### **1. Registration:**

1.1 The application for appointment of direct seller as Harissons Bags Representative (HBR) of Harissons Bags shall be subject to these Terms and Conditions which constitute the entire agreement with Harissons Bags and the applicant hereby confirms that she/he is 18 years of age or older.

1.2 HBR must strictly provide self-attested photocopy of their PAN CARD and AADHAAR CARD during the sign-up process in failing to do so the form would get rejected. For more info you can contact us on [brand@harissonsbags.com](mailto:brand@harissonsbags.com)

1.3 This program is 'Beta Version' and we are constantly working on the improvement of the same.

### **2. Commission and Payment:**

2.1 HBR would earn commission ONLY on every successful transaction (only if product is successfully delivered and accepted by the customer).

2.2. Commission would be calculated on the 'Sub-Total' of the order.

2.3 Self-Referral is not allowed. To earn commission you must provide the coupon code only to the new consumer apart from yourself.

2.4 As a general practice, before receiving the commission, HBR will be required to submit One-Time only documents to [brand@harissonsbags.com](mailto:brand@harissonsbags.com) which includes:

- i) Photocopy of the HBR's PAN card
- ii) Photocopy of a government-issued residence proof (Aadhar Card or Driver License)
- iii) Scanned copy of canceled cheque of HBR's bank account

2.5 HBR agrees to have her/his personal details being checked and shared to fraud prevention agencies and to Harissons Bags making searches from time to time of her/his details with such agencies and keeping a record of that search.

2.6 The HBR would receive the payments/commission within 15 days of the product received.

2.7 In case of order being cancelled or returned as per the return and refund policy (mentioned on website), Harissons Bags would not be liable to pay any commission to any HBR.

2.8 In case the payment information entered by the HBR is incorrect, the HBR is solely responsible for this

2.9 After Harissons Bags intimates the HBR via email that their commission is due, the HBR must share a commission invoice as per the format provided (via email/on dashboard) to enable Harissons Bags to initiate commission payout.

3.0 Once the annual commission amount surpasses Rs.5,000/- TDS at the rate of 10% would be deducted from the commission payable from the first rupee of the commission paid. TDS certificate would be provided at the end of the financial year.

### **3. Obligations of HBR while performing Activities:**

3.1 The Terms and Conditions mentioned on 'The Affiliates Dashboard' is for 'Online Affiliates Only' which is *coming soon*.

3.1 HBR shall promote the lawful sale of Harissons Bags products. No other online/e-commerce platform is permitted for sale of Harissons Bags' products by the HBRs.

3.2 The Harissons brand shall be exclusive property of Harissons and HBR shall not have any rights over Harissons Bags and contents thereof except to the extent required and granted specifically by Harissons Bags to do Activities for Harissons.

3.3 Activities mean all the transactions online or otherwise related to lawful promotion of sales and business opportunity, generation of sales leads by the HBR as per Harissons Bags' policies and guidelines amended or supplemented by Harissons Bags from time to time.

3.4 HBR shall agree that while performing Activities she/he shall:

1. Make no statements, claims or representations, or do any act that would impair the name, reputation or goodwill of Harissons Bags;
2. Not sell Harissons Bags Products for resale to or through third parties, any business entity or any type of retail establishment or any internet site unless authorized by Harissons Bags;
3. Neither make export shipments of Harissons Bags products nor knowingly, sell products to other individuals who intend to export those products unless authorized by Harissons Bags;
4. Should carry the identity card and not to visit the consumer's premises without prior appointment/approval
5. At the initiation of a sales representation, without request, truthfully and clearly identify herself/himself, Harissons Bags, the nature of the product sold and the purpose of the solicitation to the prospective consumer;
6. Offer a prospective consumer accurate and complete explanations and demonstrations of the products, prices, credit terms, terms of payment, return policies, terms of guarantee, after-sales services;
7. Keep proper book of accounts stating the details of the products, price, tax and the quantity and such other details of the Activities performed as HBR as per applicable law;

3.5 The HBR shall not:

1. Use misleading, deceptive and / or unfair trade practices;
2. Misrepresent about the actual or potential sales or earnings and advantages of Direct Selling to any prospective HBR, while interacting with prospective HBRs;

3. Make any factual representation to a prospective HBR that cannot be verified or make any promise that cannot be fulfilled;
4. Knowingly make, omit, engage, or cause, or permit to be made, any representation relating to the Direct Selling operation, including remuneration system and this agreement or the products being sold which is false and / or misleading;

#### **4. Conflict of Interest:**

HBR may engage in any other business, occupation or activity provided that such business, occupation or activity does not, in Harissons Bags' opinion, cause a breach of or conflict with any of the HBR's obligations under these Terms & Conditions or a conflict with Harissons Bags' interest.

#### **5. Independent Contract:**

5.1 HBR agrees that she/he is an independent HBR and not an employee nor agent nor partner of Harissons Bags and has no authority to bind Harissons Bags contractually to incur any liability on behalf of Harissons Bags.

5.2 HBR agrees that she/he shall be responsible for compliance with all matters associated with the status of self-employed individual including payment of all tax, pension, insurance contributions or other business expenses and shall possess all licenses, permits, insurance and or registrations at her/his cost for conducting Harissons Bags business or activities.

#### **6. Ordering/Return Policy/Payment:**

6.1 All purchase orders are subject to product availability and acceptance by Harissons Bags.

6.2 Unused products in marketable conditions can be returned to Harissons Bags as per the return and refund policy

6.3 Payment - Harissons Bags provides online as well as cash on delivery payment options for all purchases against the confirmed orders.

#### **7. Intellectual Property:**

7.1 HBR agrees that she/he shall not, except to the extent authorized in the applicable policies, procedures and guidelines, use or exploit Harissons Bags' intellectual property rights which include but not limited to trademarks, or trade names or any logos, product names, designs or copyright belonging to Harissons Bags.

7.2 HBR agrees that all advertising materials must comply with policies or guidelines issued by Harissons Bags from time to time. Harissons Bags may request the removal of any advertising materials regardless of whether such materials were previously approved.

7.3 HBR agrees not to use or register, and do not currently own, any domain names, keywords or metatags that include, in whole or in part, any of Harissons Bags' trademarks including, without limitation, the name HARISSONS BAGS, and that she/he hereby consents to transfer to Harissons Bags any such domain names.

## **8. Security and Privacy and Data Transfer:**

8.1 HBR agrees to be bound by the requirements of any applicable data protection laws and Harissons Bags' Security and Privacy Statement, as amended from time to time and undertake not to use and disclose any personal information collected while performing as HBR for and or to any third party. Harissons Bags' Security and Privacy Statement can be found at Harissons Bags' website.

8.2 HBR acknowledges and consents to her/his personal information being collected, used, processed, and transferred by Harissons Bags and its affiliated entities, and authorized third parties, including but not limited to entities in countries that have a different level of data protection for the purposes described in the Harissons Bags's Security and Privacy Statement. In addition, HBR consents to use of data for marketing or other purposes, using electronic or other means as described in Harissons Bags's Security and Privacy Statement available at [www.harissonsbags.com](http://www.harissonsbags.com)

8.3 HBR understands that she/he may withdraw her/his consent to this transfer of personal information, but if such HBR chooses to withdraw her/his consent, Harissons Bags reserves the right to terminate the relationship with such HBR.

## **9. Compliance:**

9.1 HBR agrees to be bound by these Terms and Conditions, any applicable laws and regulations including Direct Selling Guidelines 2016 and any amendment thereto, and any applicable policies, procedures or guidelines issued by Harissons Bags, which may be amended from time to time as Harissons Bags deems necessary. Such policies, procedures, or guidelines shall form part of these Terms & Conditions as if set out in full in these Terms & Conditions.

9.2 HBR agrees that violation of any of the above requirements shall result in any disciplinary actions deemed appropriate by Harissons Bags including but not limited to termination of HBR.

9.3 HBR shall indemnify Harissons Bags for any liability for any claim arising out of the breach by the HBR of these Terms & Conditions.

## **10. Restriction on Recruiting Downlines:**

The HBR understands that all the schemes as may be introduced by Harissons Bags shall be to encourage genuine business practices and undertakes that she/he will not appoint any of her /his family members either under her/him or any other leader, with the intent to defraud Harissons Bags or taking undue advantage of the scheme and or for other ulterior motive as may be determined by Harissons Bags. In case Harissons Bags finds any such appointment, it a) shall be entitled to terminate such appointment without any obligation to notify the leader and the HBR so appointed or b) disqualify the leader from leadership/membership c) disqualify such HBR/Leader from any commission/incentive program.

## **11. Confidential Information:**

11.1 Information provided in connection with these Terms and Conditions and the contact details of Downline HBR, which is not publicly disclosed shall be kept confidential and shall not

be used or divulged other than in the proper cause of performance of the obligations under these Terms and Conditions, failing which Harissons Bags shall be entitled to take disciplinary action including termination of relationship with Harissons Bags.

## **12. Termination:**

12.1 Harissons Bags has the right to terminate the contract with HBR in case she/he does not place any purchase order for a continuous period of 1 year. HBR has the right to voluntarily resign as HBR for any or no reason with immediate effect after clearing all the outstanding dues to Harissons Bags.

12.2 Once HBR is terminated or HBR voluntarily resigns, HBR will lose her/his right to any recognition or award, or right to attend any Harissons Bags function, or commission or other benefits under the Harissons Bags Sales Leadership Program.

12.3 Except in the case where termination is caused by HBR's breach of any of these Terms & Conditions, HBR shall have the right to return to Harissons Bags products purchased prior to such termination, subject to the terms and conditions applicable to product returns.

12.4 Furthermore, HBR agrees that her/his registration as HBR shall be terminated for inactivity, as set forth in the applicable policies, procedures and guidelines.

## **13. Amendment:**

Harissons Bags reserves the right to amend these Terms and Conditions, including Harissons Bags's policies, procedures or guidelines at any time by giving the HBR written notice to the HBR's address on record. If HBR has signed up to conduct her/his activities online or has provided Harissons Bags with her/his email address, HBR expressly authorizes Harissons Bags to issue communications and invoices electronically, by email to the HBR or by posting messages or notices on Harissons Bags's website, and any such communication shall be deemed appropriate as written notice.

## **14. Others:**

14.1 These Terms and Conditions, applicable policies, procedures or guidelines and Sales Leadership Program issued by Harissons Bags amended from time to time, constitute the entire understanding between the parties and supersedes any previous contract or understanding.

14.2 The rights and obligations of HBR may not be transferred or otherwise assigned without the prior written consent of Harissons Bags, except in case of Nominee duly appointed by the HBR. The Nominee appointed by the HBR shall be the sole assignee of all rights, interest, liabilities and obligations of the HBR in her or his Harissons Bags business. This assignment and transfer of rights and obligations shall be effective after the demise of the HBR provided the Nominee submit the death certificate of the HBR and agrees to sign the then current HBR Agreement within 60 days of the demise. Harissons Bags shall not entertain any request or claim by any person other than the Nominee duly appointed by the HBR. Harissons Bags shall have a right to reject any such nomination if it finds the profile of the Nominee not suitable to be a HBR or Leader under Harissons Bags's policies or under the local laws. The Nominee shall also be liable to discharge any obligations and clear all the outstanding due from the demised HBR to Harissons Bags.

14.3 Articles 9, 10, 11, 13, and 16 shall survive the termination of or voluntary resignation by the HBR.

14.4 These Terms and Conditions shall be governed and interpreted by the laws of India and any dispute, controversy or claim arising out of, relating to or in connection with, these Terms and Conditions or the breach, termination or validity thereof, shall be finally settled by arbitration. The arbitration shall be conducted in accordance with The Arbitration and Conciliation Act, 1996. The seat of the Arbitration shall be at Mumbai, India. The Managing Director of Harissons Bags or any other person duly authorized by the Managing Director shall be the sole arbitrator. The arbitration shall be conducted in English Language. The arbitral award shall be in writing and be final and binding on the parties. The award may include an award of costs and interest on the amount in dispute.