

TERMS AND CONDITIONS FOR DISTRIBUTOR/DIRECT SELLER/ SAVE APP BUSINESS OWNERS

For a person who wants to become a Company Direct Seller he/she shall follow the rules and regulations of the company as per the law prevailing in our country, he/she shall have attained the minimum 18 years of age according to section 10 of The Indian contract Act 1872 or any other law as prescribed by the government from time to time.

1. Reseller should have a sponsor who shall introduce the reseller to the company.
2. Either the link forwarded reseller or the entered coupon code holder will be the introducing sponsor of the new reseller/registering person.
3. Registering person should download the Save app using the link forwarded by the introducer or directly from the website "mysaveapp.com", google/ios play store, or from any other online sites where the download link is provided. The downloaded app can install on the same smartphone and should update necessary information and login credentials to start with the app. Save App provides 30 days demo period for evaluation. Registering person should evaluate and should be self-satisfy with the functionalities and features of the app before activation. If not activated within 30 days demo period will expire and will restrict some features till its activation. Users must read and approve the Terms and Conditions of Use, Privacy Policy, and Cancellation and Refund policy before activation.
4. The activated SAVE App user should agree with the TERMS AND CONDITIONS FOR DISTRIBUTOR/DIRECT SELLER given in the website mysaving.in to become a direct seller and should update necessary KYC documents to the company. On such submission of document to the company, the associate will be treated/known as a Registered Reseller of SAVE App or any other software products of the company and he can start referring company's products to friends and relatives physically or digitally.
5. After submitting the documents, the company shall verify the documents and approve the credentials. Company Associates shall not disclose the password and user details to anyone even if anybody represents Century Gate Software Solutions Private Limited staff members or management. If any associates suffer a loss due to this activity, the sole responsibility is vested in the associate and the company will not be responsible for the same.
6. While verifying the Identification documents given by Company Associates, if any misrepresentation/fraud/forgery in any manner is found the company will issue notice to the associate to rectify the same failing which will lead to blocking/termination of his ID and/or proceed against the associate either civil or criminal or by both.
7. After the successful registration the Company Associates can participate in marketing/referring activities as defined in the website or company marketing documents prevailing time to time.
8. Century Gate Software Solutions Private Limited may issue ID cards, Certificate of Association, and Visiting Card digitally. An Associate can download and print an ID card, Certificate of Association, and Visiting Card from his/her online login portal at his own cost. A Company associate should carry their identity card whenever visiting a potential customer or attending company training programs, meetings, or promotional programs of the companies. No other formats and designs will be encouraged to represent the company wherever applicable and such representation will be treated as void.

9. At the initiation of a sales presentation, the Associate shall truthfully and clearly identify himself/ herself, the identity of the Company, the features of the SAVE App or services sold, and the purpose of the solicitation to the prospective customer. The Associate shall offer the prospective customer an accurate and complete explanation and demonstrations of products and services, price, terms of payment, return policies, terms of guarantee/warranty, after-sales service, etc.
10. The Associate shall provide the following information to the customers at the time of sale, given by the company:
 - a. Name, address, registration number, identity proof, email ID and telephone number of the Direct Seller, and details of Century Gate Software Solutions Private Limited.
 - b. A demonstration of SAVE App, app features, app pricing, and renewal details, etc.
 - c. Explain to the consumer the return policy of the company in detail before the app activation.
 - d. The Associate shall inform the customer about the demo period and encourage the customer to evaluate before activation.
11. The revenue earned by each company Direct Seller shall be credited to his/her bank account, as per the periodicity mentioned in the website and marketing documents published from time to time.
12. All payments attract applicable administration charges, presently @3% and TDS (Tax Deducted at Source as per Income Tax Act 1961). For that purpose, he/she shall submit a pan card copy and bank details.
13. Only one Save app can be activated against one mobile number/mobile. Associates want to activate the Save app on multiple mobile numbers. they have to activate separately against each mobile number. Each activation will be treated as a separate sale. The revenue can be routed to one PAN card and one Bank account of the user. Each entry of the mobile number will be authenticated by OTP verification through SMS/WhatsApp or the registered email id.
14. Century Gate Software Solutions Private Limited terminates the contract within 30 days of reasonable notice to any Direct Seller, if the Direct Seller is found to have made no sales for a period of up to two years since the contract was entered into, or since the date of the last sale made by the direct seller.
15. If any Direct Seller wants to terminate his Company Association, he/she must submit an application to the company 30 days in advance or can be self-suspended after login in to the Reseller portal in mysaving.in. The termination period will be 6 Months from the date of termination. After the termination period, if he/she wants to re-join the company he/she will be treated as a new Direct Seller and no claim will be entertained in terminated/self-suspended ID. Such re-joining will happen only after submitting an application to the company management and the management reserves the right to accept/reject the proposal and the decision of the management shall be final.

16. If any Company Direct Seller is found guilty of not binding the code of conduct of the company, he/ she will terminate from the company after a 30 days' notice period. If the Direct Seller did not respond to the notice., he/she shall be terminated and prosecuted either civil or criminal or by both.
17. For any Company Direct Seller other than Individuals like Partnership firm, private or Public Limited companies, LLP's, etc; shall submit their relevant documents such as partnership deed, GST, MOA, AOA, etc; to the company.
18. In case of any one of the above conditions that became null or void declared by govt or any legal authority the remaining conditions are active and enforceable in the same.
19. If a Direct Seller does not satisfy any of the conditions/products/termination or any other dispute touching upon the services of the company shall be referred to a sole Arbitrator appointed by the Company as per the Arbitration and Conciliation Act 1996. The sole Arbitrator shall be appointed by the Company. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on both the parties to the dispute. The agreement to arbitration shall survive any termination or expiration of the Agreement. The venue of the Arbitration shall be at Thrissur.
20. All the disputes from this contract arising between the parties to this agreement shall be subject to the jurisdiction of the Thrissur Court only.

Code of conduct

1. Company Direct Seller will follow the highest standards of honesty and integrity in the Century Gate Software Solutions Private Limited Business.
2. Company Direct Seller will present the Company's compensation plan accurately and honestly, clearly portraying the level of effort required for achieving success.
3. Company Direct Seller will not make any negative or disparaging remarks about the company, its products, employees, or any other people associated with the company. He/She will be abiding by the Company's norms as well as the direct selling Business.
4. Company Direct Seller will not instigate, encourage, indulge or guide down lines for bonus rebate and refund of commission in order to become more competitive on pricing.
5. Company Direct Seller will strive to ensure that the customers are satisfied with the Company's products and service.
6. Company Direct Seller will not use the Company's trade name(s), information, literature, advertising material, or any other resources including intellectual property, to introduce and promote the interests of any entity other than the company.

7. Company Direct Seller will abide by the Century Gate Software Solutions Private Limited Company Direct Seller Rules and Regulations/Norms at all times.
8. Company Direct Seller will not resort to any fraudulent act in promoting the Company's business at the expense of the Company and fellow Company Direct Seller.
9. During continuation and thereafter, the Company Direct Seller will not do anything that may adversely affect the Company and its reputation and business.

Miscellaneous Conditions

1. Safeguard of Intellectual Property of Century Gate Software Solutions Private Limited.
2. The Company has invested a lot to build this brand **"Save" and "Integra"**, Century Gate Software Solutions Private Limited which is now a very common name in the towns of this country. Century Gate Software Solutions Private Limited is taking all the necessary legal steps to safeguard its interest pertaining to its Intellectual Property. It is a duty to all the Company Associates to safeguard the Century Gate Software Solutions Private Limited intellectual property like its Trademarks, Patents and Copyrights.
3. A Company Associates shall not infringe & bring into the notice of Century Gate Software Solutions Private Limited of any such infringement of such Intellectual Right is happening under his watch.
4. All printed materials, labels, logos or slogans are the Copyright material Century Gate Software Solutions Private Limited and its Associate companies, No Company Direct Seller or any other person has the right to use wholly or partly, the printed material without the written permission of the Century Gate Software Solutions Private Limited and/or Associate companies.

Advertisement and Social Media

1. Company Direct Seller can advertise about the Century Gate Software Solutions Private Limited business and/or the product through social and print Media provided the Direct Seller has taken prior permission to use the Name of the company and its trademarks and copyrights, in writing from the company.
2. It is the responsibility of the Company Direct Seller to ensure that no misleading, deceptive text, picture, video etc;. has been advertised, which can allure anyone to join Century Gate Software Solutions Private Limited business or buy Century Gate Software Solutions Private Limited products.
3. All such advertisements should particularly be in consonance with the official literature of Century Gate Software Solutions Private Limited.
4. Infringement of Century Gate Software Solutions Private Limited's Intellectual property rights or use of its Name or official logo without a prior written permission shall lead to strict legal action against such delinquent Direct Seller along with such actions given in this code of ethics.

No Principal- Agent Relationship

1. A Company Direct Seller shall work as an independent contractor and nothing shall establish either an employment relationship or any other labour relationship between Century Gate Software Solutions Private Limited and the Company Direct Seller to act as a producer, broker, commercial agent, contracting representative or other representative of Century Gate Software Solutions Private Limited or its affiliated/subsidiary company.
2. Company Direct Seller shall not open a Bank account in the name of company i.e. Century Gate Software Solutions Private Limited.
3. Company Direct Seller should not sell or buy products on credit. If he/she does so then he/she will be solely responsible, and the Century Gate Software Solutions Private Limited shall not bear any consequences in case of bad-debts.
4. No Tolerance towards Unlawful/unethical Business Practices: Century Gate Software Solutions Private Limited believes in healthy competition and good conscience, hence Century Gate Software Solutions Private Limited shall not tolerate any of the unethical business practices.
5. It is prohibited to change or misuse other Direct Seller Application Form, to stop the sale of the team or to utilize the sales of the team to complete personal sales volume targets.
6. If a Company Direct Seller after taking/accepts payment from any other Direct Seller against the products and fails to deliver the Goods/Services and/or does not issue the bill for sale and/or misuses the sale money for his/her own benefit, Century Gate Software Solutions Private Limited shall take strong legal action against such Direct Seller by civil or criminal or by both.
7. It is prohibited to offer any benefits in cash or kinds or to make any false promises to enrol somebody in the Business group.
8. At any circumstances, reseller should not promote over selling of SAVE APP among family members. To control over selling among family members, company restrict sales of SAVE APP up to 5 apps for each family. If found any overselling activities from any of the resellers, such resellers may face legal actions including termination of Business ID.
9. It is prohibited to pressurize the team to sell products or use the sales of any other Direct Seller to complete his/her own sales volume target or the sales volume target of any Direct Seller of his/her team. A Company Direct Seller shall not advise anyone to buy Century Gate Software Solutions Private Limited in unnecessarily large quantities knowingly or unknowingly.
10. If a Direct Seller is found guilty of any of the above code of ethics of the company the Direct Seller will be terminated as per the termination clause prescribed in this agreement. Company has the sole right to make any change in the Products, Price and Business Volume of the Products, Business Plan and Code of Ethics as per requirement at any time without any

prior notice. Such change shall be communicated to all the associates through the official website of Century Gate Software Solutions Private Limited. Century Gate Software Solutions Private Limited shall not be responsible for any loss of the Associate due to any change thereof.

11. Century Gate Software Solutions Private Limited shall not be responsible for any kind of losses occurred due to the termination of a Direct Seller. Direct Seller will be solely responsible for all the losses.

Enforcement of Code of Ethics

1. Violation of Code of Ethics based on Multilevel Marketing Guidelines (Both Central and state) is an extremely serious matter, not only because of the effect it may have on the business of an individual Company Direct Seller, but also, the result this conduct may have on the opinions of the Century Gate Software Solutions Private Limited business held by the public, the media and government officials.
2. Century Gate Software Solutions Private Limited Direct Seller must follow these codes of ethics in their respective business teams. In case of violation of these codes of ethics, the Company Direct Seller who is aggrieved from the violation of these ethics from any other Company Direct Seller, can reach-out to the management and can complain the unethical practices to the management, immediately.
3. Century Gate Software Solutions Private Limited will make every effort to correct any violation through guidance and counselling, further action may be required in more serious cases including, but not limited to the following, which may be applied by Century Gate Software Solutions Private Limited in any order or in any combination.
4. Conduct reorientation meetings and charge back the expenses to the Line of Sponsorship;
 - a. Suspension period for the offending Company Associates;
 - b. Suspend invitations to company-sponsored trips,
 - c. Suspend authorization to conduct sponsoring activity,
 - d. Hold / forfeit payment of commissions, higher award monies, or other monies payable to the business.

Termination of the offending Century Gate Software Solutions Private Limited direct seller

1. Century Gate Software Solutions Private Limited will allow the Company Direct Seller for corrective action within the time limit specified in the show cause notice. In case, if the company Direct Seller fails to go through the corrective measures within the expiration of the time limit, Century Gate Software Solutions Private Limited will take further action directly. Notice of such action shall be given by letter addressed to the violating Company Direct Seller.

2. Termination and sponsorship of Century Gate Software Solutions Private Limited Company Direct Seller:

a) Termination of Century Gate Software Solutions Private Limited Direct Seller means termination of all the contracts it reached with the concerned Company Direct Seller. From the date of issuance of the termination notice, the terminated Company Direct Seller will immediately lose all the rights

and interests, including the incentives/bonus generated from the concerned Century Gate Software Solutions Private Limited.

b) When a Century Gate Software Solutions Private Limited business is terminated, the former Century Gate Software Solutions Private Limited Company Direct Seller loses all his/her position in the network, including, but not limited to incentives/ bonus ranks and eligibility.