

## **Brand Partner Policies**

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## Code of Ethics and Rules of Conduct

It is important that you read the Oriflame Code of Ethics (the “**Code**”) and the Rules of Conduct (the “**Rules**”) below, as they form an integral part of the terms of the Brand Partner Application Form (“**BPAF/e-BPAF**”). An Oriflame Brand Partner must comply with the Code and Rules and any amendments communicated to the Oriflame Brand Partner.

Oriflame reserves the right to terminate at any time, and with immediate effect, the membership of any Oriflame Brand Partner who has provided false information on the Brand Partner application form or who is violating the Code or the Rules. Terminated Oriflame Brand Partners lose all rights and privileges that accompany their membership, including their network. The Code and the Rules are there for your protection, to ensure that all fellow Oriflame Brand Partners maintain the same high standards. In line with Oriflame ethical standards, the Oriflame Brand Partners are expected to, and shall comply with any and all legal requirements of the country where they operate their Oriflame business even if certain obligations are not restated in the Code or the Rules.

### The Oriflame Code Of Ethics

As an Oriflame Brand Partner, I agree to conduct my Oriflame business according to the following principles:

1. I will uphold and follow the Rules as laid out in the Oriflame Literature. I will observe not only “the letter” but also “the spirit” of the Rules.
2. My guiding principle for doing business with anyone I meet in my capacity as an Oriflame Brand Partner is to treat them as fairly as I would like to be treated myself.
3. I will present the Oriflame Products, the Oriflame business opportunities, the related trainings and the other opportunities and benefits offered by Oriflame to my customers and Brand Partners in an honest and truthful manner. Whether verbal or in writing, I will make only such claims related to the product, the earnings and the other opportunities that are mentioned in the official Oriflame Literature (including Appendix 1).
4. I will be courteous and prompt in servicing and taking orders from my customers, as well as in the handling of complaints. I will follow the procedures outlined in the official Oriflame Literature for replacement of products.
5. I will accept and carry out different prescribed responsibilities of an Oriflame Brand Partner (and those of a Sponsor and Director (and above) when I progress to those levels of responsibility) as laid out in the official Oriflame Literature.
6. I will conduct myself in such a manner as to reflect only the highest standards of integrity, honesty and responsibility. I will, at all times, ensure good conduct towards customers, Brand Partners and Oriflame employees.
7. I shall not in any circumstances use the Oriflame network for marketing products or services other than those approved by Oriflame.

8. I will respect the laws and regulations of the country where I conduct my Oriflame business.
9. I understand that compliance with this Code and the Rules is a condition of my membership with Oriflame.
10. To sell and deliver products to ultimate consumers only. I recognize the importance of providing the best possible service to customers. It is understood that Oriflame is a direct to Consumer Company whose marketing plans and success are based upon Brand Partner personally selling Oriflame products directly to consumers. For these reasons, I agree to present and sell Oriflame products using direct-to-consumers methods only and not in any other manner whatsoever.
11. I agree to present and sell Oriflame products using direct-to-consumers methods only and not to sell to, sell in, demonstrate or display Oriflame products in any retail outlet of any nature including any retail/ecommerce website.
12. Not to sell complimentary promotional material provided by Oriflame.
13. That all orders submitted are subject to acceptance by Oriflame.
14. I am not authorized to incur any debt or other obligation or commitment on behalf of Oriflame.
15. To accept and comply with Terms of BPAF and Oriflame Success Plan. I understand that the Success Plan forms an integral part of this Code and Rules and may be revised from time to time.
16. Oriflame shall give each Brand Partner who qualifies (under Oriflame rules set out in the Success Plan) a Trade Discount based on the volume of purchases from Oriflame in each month. This discount will

normally be calculated and accounted for in respect of purchases in a calendar month at the month end. However, Oriflame may withhold the Trade Discount which is otherwise payable to any Brand Partner if there is any outstanding in the Group in respect of any period beyond the credit period or Oriflame suspect that payment may not be received against the sales made during any period or for any other good reason at the sole discretion and judgement of Oriflame and may additionally forfeit the same in appropriate cases at the sole discretion and judgement of Oriflame. Brand Partners should ensure compliance (as applicable) with the Goods and Services Tax law with respect to the aforesaid Trade Discount.

17. INCENTIVES:

- i. That I agree and authorize Oriflame on its behalf to allocate a portion of Incentive (arising out of the activities within the Group) to other Brand Partners as per the Success Plan and hereby further assigns all right and interest in such allocated Incentive given to other Brand Partner who may be so entitled.
- ii. As per the requirement of GST law, I would be required to prepare the necessary documentation and shall undertake the necessary compliances, as applicable.
- iii. This Incentive will normally be calculated and accounted for in respect of purchases in a calendar month at the month end. However, Oriflame may withhold the Incentive which is otherwise payable to any Brand Partner if there is any outstanding in the Group in respect of any period beyond the credit period or Oriflame suspect that payment may not be received against the sales made during any period or for any other good reason at the sole discretion and judgement of Oriflame and may additionally forfeit the same in appropriate cases at the sole discretion and judgement of Oriflame.

18. In the event that the sum due to me is less than the limit specified by Oriflame from time to time, I hereby irrevocably authorize Oriflame to apply or credit such sum towards any future purchase made by me.
  19. That Oriflame does not compensate anybody for simply recruiting or for mere act of recruitment.
  20. To be bound by the valuation of all transactions as set out in the documents issued by Oriflame at each month end or otherwise.
  21. To settle all account with Oriflame in a timely manner, failure to do so will incur additional charges. An annual interest of 24% will be charged from due date of the goods supplied remaining unpaid. I agree and authorizes Oriflame to write back amount in the account with Oriflame after 10 months from the date of last purchase.
  22. To participate in the electronic clearance service (ECS) introduced by RBI and undertakes to inform immediately of any subsequent changes related to the bank details. I would not hold the Company responsible if the trade discount payment is delayed for the reasons beyond the control of Oriflame.
  23. To furnish Permanent Account Number (PAN) immediately on receipt of request from Oriflame & agree to accept a consolidated TDS certificate towards Tax deducted at source by Oriflame for the period/year ending on 31st March (i.e. financial year). I further agree & authorize Oriflame to debit my account with the TDS as per the Income Tax Act & deposit the same on my behalf and at a higher rate in case PAN is not provided.
  24. To explain and inform about the general conditions of Oriflame to the Brand Partner introduced by me and shall ensure that the same has been understood by the Brand Partner introduced by me.
  25. I shall not extend any offer or promotion or scheme in relation to Oriflame products and/ or services, that is not approved by Oriflame or that is inconsistent with Oriflame policies and procedures.
  26. I shall carry my valid Oriflame identity card along with government recognized ID card while conducting your Oriflame business and solicit prior approval before visiting any customer's premises.
  27. I expressly agree to receive commercial communications about Oriflame products and offers by email and text message in registered email id and phone numbers.
  28. I confirm that I will personally update and inform all those who I introduce to Oriflame business, about Oriflame business activities, policies and compensation plan as provided in the Success Plan and ensure that such person treats this as basis of joining as Oriflame Brand Partner.
- THE ORIFLAME RULES OF CONDUCT**
1. **DEFINITIONS**
    - A. **"Oriflame Brand Partner"** shall for the purpose of this document include any Oriflame Brand Partner irrespective of title and level (including Group Managers, Directors and above).
    - B. **"Personal Online Beauty Store"** shall refer to a website designed, issued and hosted by Oriflame for the benefit of an Oriflame Brand Partner in selected markets.
    - C. **"Oriflame"** in this document refers to the local Oriflame entity with which you entered into the e- Brand Partner Application Form (e-BPAF), unless otherwise stated.
    - D. **"Line of Sponsorship"** shall include the Oriflame Brand Partner, his/her

Sponsor, and so forth, with the line ending with Oriflame.

Oriflame membership, unless otherwise permitted under these Rules.

- E. **“Personal Group”** shall refer to all Oriflame Brand Partners and VIP Customers at different level of distribution sponsored directly or indirectly by an Oriflame Brand Partner but shall not include the directly sponsored 22% Brand Partners or their downlines.
- F. **“Group”** shall refer to the entire downline, including 22% Oriflame Brand Partners and their downlines and VIP customers.
- G. **“The Oriflame Literature”** shall mean the Success Plan, Code and Rules, e-BPAF, the Product Catalogues, the Newsletter and any other information printed or published on the official Oriflame website or communicated to you by Oriflame from time to time.
- H. **“Sponsor”** shall mean the person introducing a new person to Oriflame Brand Partner ecosystem.
- I. **“Trade Discount”** shall mean an amount you get on your own sales based on your title as per the Success Plan.
- J. Incentive shall mean an amount you get on the Group sales as per the Success Plan.

Words beginning with a capital letter, but which are not defined herein, shall have the same meaning as in the previous sections of the Success Plan or Oriflame Literature.

## 2. MEMBERSHIP

- 2.1. To become an Oriflame Brand Partner a candidate should as a general rule be sponsored by an existing registered Oriflame Brand Partner. Under certain circumstances, Oriflame can assign a prospective Oriflame Brand Partner to any network.
- 2.2. . An individual shall only have one

- 2.3. Oriflame reserves the right to refuse any application or re-application.
- 2.4. An applicant must be of the age of legal capacity to be an Oriflame Brand Partner.
- 2.5. Membership shall only be granted to individuals. However-
  - a. Spouses wishing to become Brand Partners should be sponsored together under one membership. If a spouse is already a Brand Partner, the other must join under the same membership.
  - b. Individuals sharing the below relationships can be sponsored together under one membership:
    - (i) Mother-Son,
    - (ii) Mother-Daughter,
    - (iii) Father-Daughter,
    - (iv) Father-Son.

In case two individuals are sponsored together under one membership as per this Clause, all benefits associated with the Oriflame membership (including under the Success Plan) will remain with primary registrar- i.e. the family member in whose name the Oriflame account is set up.

Notwithstanding anything contained herein, the son or daughter should be of at least 18 years of age.

- 2.6. An Oriflame Brand Partner may withdraw from her membership within 30 days after joining (or longer if applicable under local legislation) and receive a refund for products purchased during this 30 days' period as per applicable Oriflame policies as long as the products are returned in a saleable condition.
- 2.7. The Oriflame Brand Partners may resign from their membership after the expiration of the Cooling-Off Period by giving written notice to Oriflame.
- 2.8. Former Oriflame Brand Partners (or spouses or parents or children of former Oriflame Brand Partners) may

apply for new membership under the following conditions:

- a) Immediately, in case of auto termination due to failure to place BP order by the end of 2 calendar months after the calendar month in which the Brand Partner has registered with Oriflame. For the avoidance of doubt and as an example, a Brand Partner's registration with Oriflame will be terminated in September, 2020 end if he/ she registers on July 01, 2020 and does not place a BP order in July, 2020 or August, 2020 or September, 2020. The new application must specify that it is being made under this rule.
  - b) A former Oriflame Brand Partner (or spouses or parents or children of former Oriflame Brand Partners) may apply immediately for becoming a Brand Partner again, without specifying that he/she was a former Oriflame Brand Partner, if he/she has at least 12 months of inactivity following a termination of membership.
- 2.9. Oriflame has the right to terminate an Oriflame Brand Partner for any breach of the Code of Ethics and/or Rules of Conduct.
- 2.10. Oriflame reserves the right to suspend an Oriflame Brand Partner's membership for up to 12 months with immediate effect, pending investigation of violation of the Rules.
- 2.11. The Brand Partner shall not sponsor, engage or employ any person who is a Brand Partner in any other Group other than his/ her own Group .
3. MAINTAINING LINES OF SPONSORSHIP
- 3.1. Oriflame Brand Partners are only allowed to re-register under a different line of sponsorship if they resign from their membership and apply for new membership under 2.8. If they do resign their entire Group is lost and transferred to their original Sponsor.
- 3.2. The transfer of membership from one Sponsor to another is only possible in special cases and at the sole discretion of Oriflame.
- 3.3. Transfer of a Group, Personal Group or part thereof is not allowed.
- 3.4. Oriflame Brand Partners who wish to transfer their membership may be allowed to do so, but only to their closest relatives (at the discretion of Oriflame). A letter requesting such a transfer must be sent to Oriflame. Oriflame Brand Partners who have transferred their membership under this rule may apply for membership again if at least six months have elapsed since their last Membership was transferred.
- 3.5. In case of an Oriflame Brand Partner's death, the Membership will be terminated within three months after the day of the death provided that no application for transferring of the Membership is made by the next of kin in accordance with Clause 3.4. Upon termination, all pending payments to the deceased Oriflame Brand Partner will be made to the authorised heir(s) of the Oriflame Brand Partner. Oriflame reserves the right to request documents proving the authorisation of the heir(s) as a condition of the payment.
- 3.6. An immediate family member, i.e. son, daughter, mother or father, brother, sister and in-laws of an existing Brand Partner, shall not join Oriflame in a different network unless such a joining is approved by Oriflame on a written application from such relative who wishes to join.
4. RESPONSIBILITIES OF A BRAND PARTNER
- General responsibilities**
- 4.1. An Oriflame Brand Partner shall not place orders in the name of another Oriflame Brand Partner, without that Oriflame Brand Partners written approval.

- 4.2. Oriflame Brand Partners shall comply with all laws, regulations and codes of practice including the direct selling guidelines applying to the operation of their membership, including with any tax laws and regulations regarding tax registration and filing. The Oriflame Brand Partners shall not engage in any activity which may bring either them or Oriflame into disrepute.
- 4.3. Oriflame Brand Partners must take appropriate steps to ensure the protection of all private information provided by a customer, a potential customer, another Oriflame Brand Partner, in accordance with the local laws that apply to privacy and data protection.

**Responsibilities towards customers**

- 4.4. Oriflame Brand Partners shall not use misleading, deceptive or unfair sales practices.

- 4.5. From the beginning of the contact with a consumer, the Oriflame Brand Partner shall identify her-/himself and explain the purpose of her/his approaching a customer or the purpose of the occasion. The Oriflame Brand Partner shall ensure full transparency of her/his identity as Oriflame Brand Partner in any related communication, whether by email, a website, social media page etc. Clear name and contact information as well as information that the sender is not an Oriflame official representative must be provided. The word "Independent" shall always be added before "Oriflame Brand Partner" on any identity representation such as e-mail signatures, business cards, on website, social media page and the like.
- 4.6. Oriflame Brand Partners shall offer their customers accurate and complete product explanations and demonstrations regarding price and, if applicable, credit terms; terms of payment; a cooling-off period, including return policies; terms of guarantee; after-sales service; and delivery dates. Oriflame Brand Partners shall give accurate and understandable answers to all questions from customers.
- 4.7. To the extent claims are made with respect to product efficacy, Oriflame Brand Partners shall make only those verbal or written product claims that are authorized by Oriflame.
- 4.8. For all product sales to its customers Oriflame Brand Partners shall deliver or make available to the customer a product order form/ invoice which: identifies Oriflame, the Oriflame Brand Partner making the sale including their name, address and telephone number, all material terms of the sale, terms of guarantee and/or warranty, details and limitations or after-sales service, the duration of the guarantee and the remedial action available to the customer.
- 4.9. Oriflame Brand Partners shall not use any testimonial or endorsement that is unauthorised untrue, obsolete or otherwise inapplicable, unrelated to the offer or used in any way likely to mislead the customer.
- 4.10. Oriflame Brand Partners shall not use comparisons which are misleading. Points of comparison shall be based on facts which can be substantiated. Oriflame Brand Partners shall not unfairly denigrate any other company, business or product, directly or by implication. Oriflame Brand Partners shall not take unfair advantage of the goodwill attached to the trade name and symbol of another company, business or product.
- 4.11. When a customer requests the Oriflame satisfaction guarantee to be honoured the Oriflame Brand Partner shall offer the customer the choice of a full refund of the purchase price or full credit for exchange with the same or another Oriflame product. The return/Guarantee Excellence Claims Policy shall be clearly communicated to customers.
- 4.12. The Oriflame Brand Partner will make personal, telephone or electronic contact in a reasonable manner and during reasonable hours to avoid intrusiveness. The Oriflame Brand Partner shall discontinue a demonstration or sales presentation upon the request of the consumer.
- 4.13. The information the Oriflame Brand Partner gives to the consumer shall be provided in a clear and comprehensible manner with due regard to the principles of good faith in commercial transactions and the principles governing the protection of those who are unable, pursuant to national legislation, to give their consent, such as minors.
- 4.14. Oriflame Brand Partners shall not abuse the trust of individual consumers and shall respect the lack of commercial experience of consumers and shall not exploit a consumer's age, illness, mental or physical infirmity, credulity, lack of understanding or lack of language knowledge.
- 4.15. Oriflame Brand Partners shall not induce a person to purchase products based on the representation that the customer can reduce or recover the purchase price by referring prospective customers to the Oriflame Brand Partner for similar purchases, if such reductions or recovery are contingent upon some future event.



4.16. Oriflame Brand Partners shall fulfill customer orders in a timely manner.

***Responsibilities towards other Oriflame Brand Partners***

4.17. Oriflame Brand Partners shall not steal an applicant from other Oriflame Brand Partners, nor interfere by soliciting Oriflame Brand Partners in the line of sponsorship of another Oriflame Brand Partner.

4.18. An Oriflame Brand Partner shall not misrepresent the actual or potential sales or earnings of Oriflame Brand Partners. Any earnings representations and sales figures must be: (a) truthful, accurate, and presented in a manner that is not false, deceptive or misleading, and (b) based upon documented and substantiated facts in the relevant market. Potential Oriflame Brand Partners must: (a) be informed that actual earnings and sales will vary from person to person and will depend upon the skills of the seller, the time and effort put in and other factors and; (b) be provided with sufficient information to enable a reasonable evaluation of the opportunity to earn income.

4.19. An Oriflame Brand Partner shall not charge other Brand Partners or prospective Brand Partners fees for any non-Oriflame developed/sanctioned materials or services except fees to cover expenses directly related to non-mandatory training or meetings conducted by the Oriflame Brand Partner.

Any marketing materials developed by Brand Partners must be consistent with Oriflame policies and procedures. Oriflame Brand Partners who sell approved, legally allowed promotional or training materials to other Oriflame Brand Partners: (i) shall only offer materials which comply with the same standards to which Oriflame adheres, (ii) be prohibited from making the purchase of such materials a requirement of other Oriflame Brand Partners; (iii) provide sales aids at a reasonable and fair cost, without any significant profit to the Oriflame Brand Partner, equivalent to similar material available generally in the marketplace; and (iv) offer a written return policy that is the same as the return policy of Oriflame.

4.20. Oriflame Brand Partners shall contact other Oriflame Brand Partners only in a reasonable manner and during reasonable hours to avoid intrusiveness.

4.21. Oriflame does not impose any conditions for minimum purchases, whether in quantities or in value, on its Brand Partners. Similarly, an Oriflame Brand Partner shall not compel or force those he/she sponsors to order through him/her, order any minimum quantities or maintain stock of products. All Oriflame Brand Partners may order any quantities directly from Oriflame but handling and courier fees may apply depending on order size. It is up to the individual Oriflame Brand Partner's judgment to determine if he/she should keep any stock, reflecting the anticipated sale / consumption. Oriflame Brand Partners shall not require or encourage other Oriflame Brand Partners to purchase unreasonable amounts of inventory or sales aids. An Oriflame Brand Partner shall purchase only such products and in such value or quantity that can be foreseen to be sold to consumers or consumed within a reasonable period of time.

4.22. Oriflame Brand Partners shall not use the Oriflame network for marketing materials, products or schemes which are not officially approved by Oriflame and that are inconsistent with Oriflame's policies and procedures.

4.23. Oriflame Brand Partners shall not systematically entice or solicit direct sellers of another company.

4.24. Oriflame Brand Partners shall not unfairly denigrate another company's products, its sales and marketing plan or any other feature of another company.

4.25. The Oriflame Brand Partners do not have any employment relationship with Oriflame. When presenting the Oriflame business opportunity to others, the Oriflame Brand Partners must clearly state the independent character of this business and the fact that no employment with Oriflame exists.

- 4.26. The Oriflame Brand Partners have no authority to bind or assume obligations on behalf of Oriflame. They shall indemnify Oriflame in respect of any costs or damages arising from any noncompliance to these Rules.
- 4.27. Oriflame Brand Partner shall not join WhatsApp Groups/ Webinars/ Online Trainings hosted by other Brand Partners through any social media account unless you have specifically been invited to them. Brand Partners shall not leave unwarranted comments on social media posts of other Brand Partners.
- 4.28. In building their Personal Group, the Oriflame Brand Partners shall ensure that all new Oriflame Brand Partners will follow the credit terms, if credit is offered.
- 4.29. In becoming a Sponsor, the Oriflame Brand Partner shall ensure that he/she trains and motivates her personally sponsored Oriflame Brand Partners.
- 4.30. An Oriflame Brand Partner may not be involved in interviews regarding, or referring to Oriflame with any media, whether by television, internet, radio, magazines etc. nor utilise any advertising media (including viral advertising as SMS, internet etc) for the purposes of marketing of her Oriflame business without Oriflame's prior written consent.
- 4.31. The Oriflame Brand Partners shall not be involved in social media dialogues which misrepresent or give incorrect or misleading information about Oriflame, its products or services, or may generally lead to loss of reputation by Oriflame, please see below the 10 Golden Rules of Social Media as per Digital Guidelines Handbook as under Brand Partner Digital Policy in Appendix 2.
- 4.32. The Oriflame Brand Partners shall not use misleading, deceptive and/or unfair trade practices including but not limited to unfair recruiting practices, misrepresentation of actual or potential sales or earnings, business opportunity, and advantages of direct selling to any prospective direct seller, in their interaction with prospective direct seller.
- 4.34. The Oriflame Brand Partners shall not knowingly make, omit, engage, or cause, or permit to be made, any representation relating to the direct selling operation, including remuneration system and agreement between Oriflame and itself which is false and / or misleading.
- 4.35. The Oriflame Brand Partner shall not require or encourage direct sellers recruited by him/ her to purchase Oriflame Products in unreasonably large amounts.
- 4.36. The Oriflame Brand Partner shall not provide any Oriflame Literature and / or training materials not restricted to collateral issued by Oriflame, to a prospective and / or existing direct seller or float any scheme which has not been approved by Oriflame.
- 4.37. The Oriflame Brand Partner shall not require prospective or existing direct Sellers to purchase any Oriflame Literature or training materials or sales demonstration equipment.
5. OTHER RULES AND POLICIES
- 5.1. Senior Manager (and above) shall not represent (and/or be a member of) any other direct selling company.
- 5.2. Spouse of a Senior Manager (and above) shall not represent (and/or be a member of) any other direct selling company.
- 5.3. There are no exclusive territories or franchises available under the Oriflame policy. No Oriflame Brand Partner has the authority to grant, sell, assign or transfer such a territory or franchise. Every Oriflame Brand Partner must conduct his/her business only in the area of the country of registration. For instance, for a Brand Partner registered with Oriflame in India, he/ she must restrict his/ her business only in India.
- 5.4. 4 . The Oriflame Brand Partner must respect that Oriflame operates in certain markets, and not in all countries worldwide, strictly observing its obligations re product safety, product registration, import and other rules that may apply to trade in the respective

4.33. The Oriflame Brand Partners shall not make any factual representations to a prospective direct seller that cannot be verified or make any promise that cannot be fulfilled.

countries. Oriflame bears no responsibility for any damage, disputes or claims arising from or related to cross-border trade conducted by Oriflame Brand Partners to countries outside of markets where the Brand Partner is registered. Thus, Oriflame will hold the Oriflame Brand Partner fully liable for any such claims.

5.5. An Oriflame Brand Partner is independent of Oriflame. The only title which may be used on business cards, other printed materials or in email communication is "Independent Oriflame Beauty Brand Partner" or "Independent Brand Partner for Oriflame" and "Independent Oriflame Brand Partner".

5.6. Promotional materials, Personal Online Beauty Store and any social media applications provided by Oriflame can be used as specified without further approval. It is understood that the Oriflame Brand Partners cannot register or host a website or homepage with the domain name including the word "Oriflame".

The Oriflame Brand Partners can drive traffic to official Oriflame websites, blogs walls and the like. Oriflame reserves the right to pre-approve the material that will be published. The policy for online presence of Oriflame Brand Partners is further described in the Brand Partner Online/ Digital Policy below (Appendix 2).

5.7. Oriflame trademarks, logos and name are the property of Oriflame Cosmetics A.G. and may not be used by the Oriflame Brand Partner, neither in printed materials nor published on the Internet, without prior written consent from Oriflame. If such consent is obtained, trademarks and logos must be used exactly as stated in the Oriflame guidelines.

5.8. No Oriflame Brand Partner shall produce or procure from any source other than Oriflame any item upon

which the trademarks or logos are printed or displayed, unless approved by Oriflame in writing.

5.9. All Oriflame printed material, videos, photographs, design are protected by copyright and shall not be reproduced in whole or in part by anyone, neither in printed materials nor published on the Internet, without prior written approval from Oriflame. When copyrighted material is legitimately used it is mandatory that reference to the Oriflame copyright is made in a visible and unambiguous way.

5.10. No Oriflame Brand Partner shall sell to, sell in, demonstrate, or display Oriflame products in any retail outlet, web shop, and auction platform such as Ebay or the like. No Oriflame Literature may be sold or displayed in such retail outlets. Establishments which technically are not retail outlets, such as beauty parlors, may be used as venues to display, but not sell the products.

5.11. The contents of the Oriflame websites such as text, graphics, photographs, designs and programming are also copyright protected and cannot be utilized for any commercial use without prior written approval from Oriflame.

5.12. Spamming (the abuse of electronic messaging systems to indiscriminately send unsolicited bulk messages) is strictly prohibited. An Oriflame Brand Partner shall subject to applicable law limit the number of promotional emails sent to end-customers so that any individual recipient does not receive more than one message per week. These messages cannot be sent on behalf of Oriflame and therefore full responsibility for contents lies on the sender.

5.13. Under no circumstances is any person authorised to repackage or in any way alter the packaging or labelling of the products. Oriflame products are to be sold in their original packaging only.

5.14. The Oriflame products do not cause damage or injury if they are used for their intended purpose and in accordance with instructions provided. Oriflame carries product liability insurance on its products. The insurance covers injury or damage where a faulty product is involved but does not cover careless or negligent application or improper use of a product.

5.15. Oriflame reserves the right to deduct, at any time, any overdue invoices from any Performance Discount or Bonus due for payment to the Oriflame Brand Partner.

5.16. Oriflame has the right to change its prices and range without prior notice. Oriflame will not give a Trade Discount, Incentive, Bonus or any other compensation for any losses suffered due to price changes, range changes or products being out of stock.

5.17. If requested upon termination of a Brand Partner's relationship with Oriflame, Oriflame agrees to:

- a. repurchase products from the Brand Partner, except in case of violation of the Oriflame Literature. All of the following conditions must be met for Oriflame to grant a refund:
  - returns must be made within 12 months from date of purchase, and
  - will be refunded at 90% of the original net price paid after deduction of any Trade Discount, Incentive or Bonus paid to the network, and
  - items returned must be currently marketable Oriflame inventory including any Oriflame produced promotional materials, sales aids or kits,

For the purposes of this clause (a), currently marketable Oriflame inventory means any products that:

- have not been used, opened

- or tampered with in any way;
- and
- have not passed the expiry date;
- and
- are still marketed by Oriflame in its catalogues.

5.18. If an Oriflame Brand Partner in any way is involved, legally or otherwise, in any dispute or activity that may involve or negatively affect Oriflame or its reputation, such Oriflame Brand Partner must immediately inform Oriflame.

5.19. Oriflame reserves the right to expand or revise the Oriflame Success Plan, qualification criteria, or the Code and Rules with immediate effect.

5.20. Any Cash on Delivery order (COD) placed by Brand Partner with Oriflame through all means shall be confirmed sale and accordingly all the risks and rewards shall be transferred to the Brand Partner.

5.21 Oriflame shall provide Cash Award as eligibility criteria communicated subject to full compliance with the Terms including but not limited to Oriflame's Code of Ethics, other rules and policies and responsibilities of Oriflame's Directors as mentioned below in Clause 6.

## 6. RIGHTS AND RESPONSIBILITIES OF DIRECTORS AND ANY HIGHER LEVELS

In addition to the general rules above that apply to all Oriflame Brand Partners, the following rules apply specifically to Directors and above. Violation of any of these special rules will result in immediate loss of Directors (and above) status and any underlying privileges - including any related remuneration - and may even result in termination of membership.

6.1. As a Director (and above) you must service your Personal Group Brand Partners during each Catalogue Period by:

- a. Recruiting and continuously developing

your Personal Group.

- b. Assisting, guiding and motivating the members of the Personal Group.
- c. Conducting periodic meetings to train, motivate, set goals and to follow up.
- d. Training your downline as per Success Plan Oriflame Brand Partners to best conduct their Oriflame business.
- e. Maintaining frequent communication, informing about meeting dates, venues, product news, training sessions, etc.
- f. Participating in all seminars and meetings organised by Oriflame.
- g. Enforcing the Code and the Rules and leading by example.
- h. Attending business meetings with Oriflame that you are called upon to attend by your Area Sales Manager.

company operating in the country in question. The complaint handling body in each Oriflame market is lead by the Managing Director (Oriflame Code Administrator) of the local Oriflame company.

6.2. If the spouse of a Director (and any higher level) is a representative and/or a member of any other direct selling company, the spouse is not allowed to participate in any Oriflame meetings and events, and the spouse's activities must be kept separate from Oriflame. Senior Manager (and above) must inform Oriflame if the spouse is a representative and/or a member of any other direct selling company.

6.3. In case of a Director (and above)'s death, a Membership may be inherited by the Director (and above)'s next of kin in accordance with the law of the applicable country. Written claim for the Membership must be made within 3 months from the date of the death. In the absence of any such claims, the Membership will be terminated. For clarity, the legal beneficiary of the Membership must agree and comply with the terms and conditions of being a Brand Partner.

6.4. Director (and above) must follow any additional rules or instructions communicated in writing by Oriflame from time to time.

## 7. COMPLAINT HANDLING PROCEDURE

7.1. Any complaint based on breaches of the Code of Ethics and Rules of Conduct shall be addressed to the local Oriflame sales organisation and/or the Managing Director of the Oriflame

## Appendix 1

### Communication Guidance

#### **WHEN APPROACHING A CUSTOMER/ POTENTIAL ORIFLAME MEMBER DO:**

- **DO:** Identify yourself and Oriflame
- **DO:** explain the purpose of your solicitation and the types of products Oriflame has
- **DO:** Try to answer any and all questions in a fair, truthful and understandable way
- **DO:** only make claims about the products that are authorised by Oriflame. Refer your contact to the Oriflame website where she can read more about the products and the claims;
- **DO:** Respect the privacy and other personal restraints the person may be under (e.g. time, place, age, physical condition)
- **DO:** Stop any explanation (and leave) if asked to do so
- **DO:** only collect and/or store personal data of customers or potential customers when it is required and ensure you handle and protect that personal data in accordance with local laws on privacy and personal data protection
- **DO:** Whenever you are selling Oriflame products:
  - inform the customer about the correct price of the products, terms of payment and delivery date
  - give your customer a written order form at the time of sale
  - inform the customer about the right to return and get a refund for products delivered which are re-sellable as new
  - Oriflame's product guarantees, after-sales service and complaint handling procedures.
- **DO:** when presenting to potential Brand Partners:
  - Inform them that actual earnings and sales will vary from person to person and will depend upon the skills of the seller, the time and effort put in and other factors; and

Provide them with sufficient information at the time of sale:

- Name, Address, registration number or enrollment numbers, identity proof and telephone number of the direct seller and details to enable a reasonable evaluation of direct selling entity;
- A descriptions of the goods or services to be supplied;
- Explain to the customer about the goods and replacement procedure in case of defect;
- The order, date, delivery date, the total amount to be paid by the consumer along with the bill and receipt;
- Time and place for inspection of the sample and delivery of goods;
- Information of his/her rights to cancel the order and/or opportunity to return the product in saleable condition and avail full refund on sums paid/ income paid;
- Details regarding the complaints redressal mechanism

Always feel free to remind your contact about the fact that Oriflame is a reputable direct selling company that focuses on the development of innovative products in a sustainable way. Oriflame offers quality products and the ability to build a business. The business opportunity provides an independent, fun and flexible way of improving one's financial position while enhancing one's abilities and self-esteem.

**WHEN APPROACHING A CUSTOMER/ POTENTIAL ORIFLAME MEMBER DO NOT:**

- **DO NOT:** Push the customer to buy or join – it is OK if they don't; they may still come back to you if you have made an impression of professionalism and have treated them fairly
- **DO NOT:** Overstate the product features – fairly and honestly present your experience using a product; always refer to the product leaflet or another information provided by the company
- **DO NOT:** Overstate any facts about:
  - the use, features and characteristics of the Oriflame products
  - the income opportunity Oriflame offers (in terms of e.g. time and easiness to reach levels, expected amounts earned at each level and generally the easiness and likelihood of being successful – remember, it all depends on the time and effort one is willing to put in and an individuals' personal skills
  - your own success and experience with Oriflame or use someone elses' statement of sucess which is not ture or which is misleading
- **DO NOT:** Lie, mislead or deceive or be aggressive, intrusive or disrespectful
- **DO NOT:** Hesitate to tell your contact if you do not have, or are not sure about the answer to her question and contact the Oriflame Sales Support to clarify the question; then return to her with a correct answer



- **DO NOT:** Use improperly or without the required authorization the personal data of customers, other Oriflame Brand Partners and or potential Oriflame members
  - **DO NOT:** use comparisons with other companies which are not based on facts that cannot be verified
  - **DO NOT:** unfairly damage the reputation of another company or systematically entice or solicit the sales force of another company
  - **DO NOT:** induce a person to purchase goods based on a statement the person can reduce or recover the purchase price by referring other customers to you for similar purchases
-

## **Appendix 2**

### **Brand Partner Online/ Digital Policy**

#### **1. BACKGROUND**

1.1. This policy serves to clarify how Oriflame Brand Partners can shape their presence on the Internet without interfering with Oriflame's brand building activities or breaching copyright related laws, rules and agreements.

#### **2. GENERAL**

2.1. Oriflame offers its Brand Partners the possibility to set up Brand Partner Personal Beauty Store (PBS) as well as various other centrally provided tools to sell and promote the Oriflame products and business opportunity on the Internet.

2.2. These applications are today the only approved digital tools where the Brand Partners can offer products for sale as well as displaying images and logotypes for which Oriflame is the rights owner.

2.3. Brand Partners are also allowed to host websites on which they communicate around Oriflame, its products and opportunity as long as it is clearly stated that these are not official Oriflame sites and such websites do not violate any Oriflame Literature. At all times it must be transparent who is behind the site and relevant contact details must be visible.

2.4. The Brand Partner should communicate in her own words and may only quote Oriflame texts by clearly referring to the source.

2.5. A Brand Partner may not build e-commerce sites on which Oriflame products are sold or otherwise conduct e-commerce outside of the approved Oriflame applications.

2.6. The Brand Partner should abide by the Brand Partners Digital Guidelines Handbook at all times for conducting business. The Brand Partners Digital Guidelines Handbook shall be used as a guideline by Brand Partners for growing their Oriflame business online. Failure to comply with the same shall have such consequences as provided in the said guideline's handbook and the Brand Partner Agreement.

#### **3. DOMAIN NAME**

3.1. Brand Partners may not register domain names containing the word "oriflame". The Brand Partner shall not register a social media page/group with name and picture that can mislead the consumer to believe that the page is an official Oriflame page/group:

- A social media (e.g. Facebook, Instagram) page/group name and picture shall clearly state that it is operated by an individual, e.g. "Anna's Team" with Anna's own image.
- A social media page, group name shall not be named e.g. "Oriflame India" with an official Oriflame image e.g. Oriflame logo, Oriflame images.

#### **4. DISCLAIMER**

4.1. Brand Partners that host websites of their own and mention that they are part of Oriflame must make sure to clearly publish information that they are either:

- a. Independent Brand Partners for Oriflame
- b. Independent Oriflame Brand Partner, or

### c. Independent Oriflame Beauty Brand Partners.

This information must be published clearly on the start page as well as under a disclaimer that is visible on all pages of the website. Name and contact information should be available on the website or in the account information for a social media page.

If a Brand Partner has a private website without Oriflame affiliation this policy is of course void.

## 5. CONTENT & REFERENCES TO ORIFLAME

5.1. No content is to be copied from the official Oriflame website and published under the Brand Partner's own name. If a Brand Partner links official Oriflame content to his/her own site from an Oriflame-owned domain, this must be clearly stated.

## 6. IMAGES

6.1. A Brand Partner may not take still or moving image material from an official Oriflame site and publish on his or her own site. All image material is copyright protected, and Oriflame has acquired the rights to use it. These rights are not extended to Brand Partners.

-Moving images; videos etc: May be used through sharing function if and when available. The sharing function provides automatic reference to the source site.

-Images of models or persons: May be used through sharing function if and when available. The sharing function provides automatic reference to the source site.

-Images of Oriflame products: May be used with or without sharing function as long as the source site is mentioned in a visible and unambiguous way (for example: "source: [www.oriflame.com](http://www.oriflame.com) 2012").

Any claims from a 3rd party that may be addressed to Oriflame will be transferred to the Brand Partner.

## 7. THE ORIFLAME LOGO

7.1. Brand Partners are not permitted to use the Oriflame logo.

## 8. SOCIAL MEDIA SHARING

8.1. Oriflame encourages presence on blogs, social networking sites and similar. Brand Partners are encouraged to blog and leave comments about Oriflame products where they deem it appropriate but must adhere to the Code of Ethics. To as large an extent as possible we recommend that the Brand Partner uses the sharing functions provided by Oriflame in order to secure correct display and source information.

## 9. SEARCH ENGINE MARKETING

9.1. Brand Partners may conduct search engine marketing, such as Google Adwords, if the Oriflame rules of online presence are followed. In addition;

The ad must clearly indicate that it was created by an Independent Brand Partner  
The heading should not give an impression that it is an official or in any way endorsed ad by Oriflame, and;  
It is prohibited to use "Oriflame" as a keyword.

Please take into consideration that each buyer of Adwords is individually responsible for any infringement against any other brand owner.

**For more practical information and examples on how to follow the Brand Partner Online Policy please have a look at the Brand Partner Digital Guidelines Handbook.**

## **Guarantee of Excellence Claims Policy**

### **Guarantee of Excellence by Oriflame**

Oriflame specialises in high-quality beauty products and offers the best of science combined with the best of nature. Guarantee of Excellence is the belief in our quality that we offer a 100% satisfaction guarantee to you. If you aren't happy with our products you may return it within 30days from the date of invoice for a full refund or exchange subject to physical receipt of the product at the nearest branch\*\*.

### **Objective**

Guarantee of Excellence with its Claims Policy (hereinafter referred to as the “**Claims Policy**”), aims to keep every Brand Partner satisfied by ensuring fastest and timely resolution of all kinds of complaints associated with the products you purchase against a valid invoice issued by the Company.

### **Claims**

### **Policy**

In case you are not satisfied with the product and wish to return the same, the Claims Policy provides an “easy to register” platform wherein a unique Claim No. is allotted to each claim registered. This Claim No. can be used by the claimant to track the status of his/her complaint(s) either online or through customer support contact number provided by Oriflame and hence making the same faster and more convenient. It means you can register your claims online under the online Claims Policy by clicking on Claims/ Returns by visiting the ordering section after you login on our website [www.oriflame.co.in](http://www.oriflame.co.in). Under the online Claims Policy, you can register complaints for yourself and your personal group only for the following types of issues with the products (\*By registering under the Guarantee of Excellence, Claims Policy you agree to be bound by the terms and conditions mentioned herein below):

## **1. RETURN, EXCHANGE AND MISSING OF PRODUCT(S)**

- a. Claims under this category can be registered for following types of issues:
  - (i) In case you experience an adverse reaction\*\* from usage of the product; or
  - (ii) The product received is damaged or possesses a defect due to which the usage of the product becomes impractical caused due to any of the following concern:
    1. Color/ Smell/ Taste issues
    2. Consistency/Surface/Shape issues
    3. Contamination - Foreign particles inside the product
    4. Content missing
    5. Fabric or sewing defect
    6. Expired product
    7. Functional defect (Product not working)
    8. Label defects
    9. Leaking due to open/bad seal or cap
    10. Unit box damaged/soiled
    11. Part of product missing
    12. Product Damaged/broken/soiled
    13. Product code or shade - wrong/missing/unreadable; or

- (iii) You wish to report for a product which is missing but charged in the invoice or a wrong product has been delivered instead of the one invoiced
- b. By registering the claim under any of the above categories, the Brand Partner shall have the option to choose one of the following:-
- (i) Replacement of the product with the same or any other Oriflame product; or
  - (ii) Refund of purchase price

In case of replacement, the purchase price of the product exchanged for, shall be adjusted from/to the prepaid account of the Brand Partner or paid otherwise via available payment mode at the branch or Customer Experience centre.

\*\*In case of adverse reaction, the claimant should take note the following for registering a claim:

- (i) The product should be returned to the nearest Oriflame branch office or Customer Experience centre immediately in “as is” state.
  - (ii) (Claims under category of adverse reaction and under those registered under sub category 1 of 1(a)(ii), will be admitted subject to the condition that not more than 1/3<sup>rd</sup> of the product should have been used.
  - (iii) Adverse reaction caused due to mishandling or not using the products in a manner prescribed, shall not be eligible for claim under this policy and will be rejected by Oriflame.
- c. Products registered under sub-category 6 of 1(a)(ii), will not be admitted under the Claims policy, unless the expiry period is less than 6 months from the date of the invoice.
- d. All orders collected from immediate service must be physically checked to ensure there is no missing product/wrong/damaged product delivered and in case of any discrepancy, the same should be reported immediately to the Customer Experience before leaving the Oriflame Premises. However for the ease of our Brand Partners, we have provided a period of 24Hrs from the invoice date, to register any claim under the Claims Policy, only in respect of products that are picked from Oriflame branch office / Customer Experience centre (ie. immediate service). Oriflame will not offer any replacements of products/ refunds in case the products were collected from immediate service & claims reported after 24hrs from date of pick up/delivery as per Oriflame records. Hence online registration for such claims pertaining to missing product/ wrong product/ damaged product and discrepancy that is apparent on physical examination of the product(s) picked from immediate service from Oriflame will not be entertained.
- e. In case of a claim pertaining to missing of a product, the invoice copy for the same should be attached online while registering the claim, followed by submission of photocopy of the same at the nearest branch.
- f. In case of difference in the invoice and the products received, the product delivered should be sent along with the invoice copy to the respective branch / Customer Experience centre immediately on registration of the claim.

g. Oriflame shall start processing the claim registered only after the physical receipt of the product from the claimant.

## **2. REPORT A DELIVERY ISSUE**

- a. Claims under this category can be registered for following types of issues:
  - (i) In case you have not received order as per the lead time communicated to you; or
  - (ii) On receipt of a completely damaged parcel (ie. in a condition that the product(s) cannot be put to such use, as it is intended for)
- b. In case you have received a completely damaged parcel, claims will be entertained only on receipt of a proof of damage (picture preferred) & a written note mentioned on the courier proof of delivery copy. The claimant should immediately send a damaged parcel in “as is condition” to the Oriflame branch or Customer Experience centre for further action. Oriflame shall start processing the claim registered only after the physical receipt of the product from the claimant.
- c. By registering the claim under any of the above categories, the Brand Partner shall have the option to choose from one of the following recourse:-
  - (i) In case of delayed delivery of parcel/product ie. delivery beyond a period of 20 days from due date of lead time communicated by Oriflame:
    - Replacement of the product(s) with the same product(s); or
    - Refund of purchase price
  - (ii) In case of damaged parcel or product; the Brand Partner shall be offered a replacement of the product only. Page 3
- d. Oriflame shall start processing the claim registered only after the physical receipt of the product from the claimant.

## **3. BUYBACK/ REFUND**

- a. Claims under this category can be registered if you do not want the product any longer for reasons other than mentioned above.
- b. By registering the claim under this category, the Brand Partner shall have the option to take refund of the sum paid for purchase of the products provided such Product(s) do not fall under any of the following categories:
  - i. If it is a used product(s)
  - ii. If the product(s) is not marketable
  - iii. Expired product(s)
  - iv. Seasonal product(s)
  - v. Discontinued product(s)
  - vi. Special promotion product(s)
- c. Oriflame shall start processing the claim registered only after the physical receipt of the product from the claimant and subject to other conditions stipulated below.



**Please note that the following general terms shall also apply in addition to above for any claim registered by you:**

1. The Claims Policy will come into force on the date of its publication on Oriflame's website.
2. The claim should be registered within 30 days from the date of invoice.
3. Once you have registered your claim, a unique claim ID will be generated for future reference. A confirmation of acceptance or rejection of claim will then be sent to you within 7 working days of physical receipt of products and other documents from you after the registration is done. However, in any event the physical receipt of products should not exceed 30 days from date of invoice, failing which Oriflame shall have the right to reject the claim.
4. The product/s must be returned immediately after registering the claim, to the respective Oriflame branch or Customer Experience centre, to enable Oriflame to process the same within timelines promised in the Claims Policy. For the removal of doubt it is clarified that, Oriflame will action on any claim registered online, only on physical receipt of products at the respective Oriflame branch office or Customer Experience centre along with the necessary documents.
5. Subject to the exemption provided under category 1, all product(s) under this policy shall be returned unused in "as is" condition to nearest Oriflame branch & Customer Experiencecentre.
6. Oriflame reserves the right to accept/reject any claim/s registered, in case the physical product(s) received does not meet the description of the product(s) in the claim registered or the same is received after the expiry of given timelines.
7. Brand Partners receiving their products through Service Point Oriflame ("**SPO**") should register their claims only through the respective SPO.
8. Intentional/ deliberate tampering of products will not be entertained as a part of the Claims Policy.
9. Flyer Products & Products Issued At Deep Discount: Most Products offered in the flyer are issued at a deep discount and have a maximum expiry of 2-6 months. Claims for these products cannot be registered under this policy, other than for reason accountable to Courier issues/ SPO Damages/ manufacturing defects (rendering it unusable for the purpose intended).
10. Notwithstanding anything to the contrary, Oriflame will not process any claims on the last 2 working days of the month to ensure any Brand Partner levels & title is not affected.
11. Oriflame reserves the right to accept / reject claims on the basis of its investigation & findings which will be communicated to the Brand Partners within 7 days from the date of physical receipt of products by Oriflame.
12. In any event, Oriflame shall be responsible to provide replacement/refund only upto the value of the product in question and the same shall not include any transportation/freight cost of the products sent to Oriflame under the Claims Policy if you choose a type of delivery other than the least expensive type of standard delivery offered by Oriflame.
13. In case of any dispute, the Courts at New Delhi alone will have exclusive jurisdiction.
14. The detailed process for registration of claims is enclosed.

It is the responsibility of the Brand Partner to inform their consumer of this policy before concluding any sale.

## **Negation Policy India**

### **Introduction**

Negation refers to cancellation of order placed by the Brand Partner on account of any of the following reasons:

- Non-payment within stipulated time period
- Failure to collect orders within stipulated time period including paid orders
- Non acceptance of order on delivery
- Incorrect address of recipient

Negation not only causes lack of availability of products to end consumers, but also causes loss of business for other genuine Brand Partners, loss to Company and other issues as more particularly explained in following paragraphs.

This policy has been devised with an objective to curb the increasing negation trend all over India, with a view to promote genuine sale of products and ensure availability of requisite stock to the end consumers as and when needed.

Accordingly, following two types of penalty have been implemented on negation by Brand Partners:

1. Individual orders negated by any Brand Partner irrespective of their title shall be charged with such negation fee and in manner provided in Part III of the Policy.
2. In addition to the above, Brand Partners that are 22% and above title shall be charged with penalty of such amount and in such manner as provided in Part IV of the policy subject to fulfilment of criteria stated therein.

This policy shall become effective from date of communication to the Brand Partner.

## Part I – Category Of Negations

- (a) **RTO/ COD NEGATIONS:** Returned to Origin (RTO) is defined as an unpaid order not acknowledged by the Brand Partner which is consequently returned to the Origin (Oriflame office). This pertains to the **Cash on Delivery facility (COD) wherein** the Brand Partner enjoys the freedom of placing order without having to pay immediately. Accordingly, the products are then dispatched to the registered address of the Brand Partner and the Brand Partner is required to make the payment immediately to the courier vendor on receipt of the order; or

### **Online payment at the time of ordering which is referred to as Courier Negations**

Negation here occurs when orders are Returned to Origin (RTO) on cancellation of orders placed by the Brand Partners due to one of the following reasons:

- i. Orders are dispatched but not accepted by the recipient on delivery
  - ii. Orders are dispatched but no payment is made by the recipient at the time of delivery
  - iii. Orders do not reach the Brand Partner due to incorrect/incomplete address; provided that in the event, the Brand Partner refuses to accept or pay for the order or the order is returned to Oriflame office undelivered due to any of the above reasons, the order stands negated and negation fee of such amount as provided in Part III of this policy is levied. This however shall also be subject to penalty stipulated in Part IV in the event such negation falls in criteria stated therein.
- (b) **ONLINE IMMEDIATE NEGATIONS** – Online Immediate orders facility is a facility provided to the Brand Partner that allows them to place orders online at the comfort of their home/Oriflame office and collect the same within 4 Oriflame working days (including the date of invoice) from the date of invoice from the branch selected at the time of placing the order. Negation in this category occurs when the Brand Partner fails to pick the order within the above-mentioned time limit and the order gets negated on 4<sup>th</sup> working day (including the date of order) at 5:00 P.M. In such an event the Brand Partner is charged with a negation fee of such amount as provided in Part III of this policy, on negation under this category for each order negated. This however shall also be subject to penalty stipulated in Part IV in the event such negation falls in criteria stated therein.
- (c) **WAITING FOR FUND TRANSFER (WFT) NEGATIONS** – WFT means Waiting for Fund Transfer facility. This facility is provided exclusively to the SPO owners wherein the SPO owners are allowed to place bulk orders without having to pay immediately. Once the orders are placed, the SPO owners are required to make the required payment within 4 working days from the date of invoice (including the date of invoice). If the payment is not acknowledged within the stipulated time period, the order stands negated on 4<sup>th</sup> working day (including the date of order) at 5:00 P.M., and a fee of such amount as provided in Part III of the policy is charged on each such order negated. In the event the order value negated equals or exceeds limit provided in Part IV, in addition to penalty provided in Part III, the penalty stipulated in Part IV of this Policy is also levied.

## Part II – Consequences of Negation

Negation of orders placed has a huge impact on the business. Following are the consequences of negation that adversely affect the business:

1. **Reduction in stock availability:** Once the order is placed by the Brand Partner, the same is treated as a confirmed sale. The products so ordered are treated as unavailable for ordering for other Brand Partners and hence this leads to blocking of orders for such product from the ordering date till the negation date.
2. **Waste of distribution cost:** Once the order is placed by a Brand Partner, the same is prepared for pick up – packaging and dispatch by the Company. Immediate orders not picked up leads to inventory variances. Similarly, cash on delivery orders are packed and sent for dispatch; non-acceptance of same for any reason whatsoever causes waste of time, man hours, cost which equals two times the delivery of orders and finally unpacking of same for inclusion in stock.
3. **Blockage of office space:** Products whether paid or unpaid are dispatched from the respective regional distribution centres (RDCs) to the Customer Experience centres for onward dispatch to the Brand Partner. In case of negation of such orders, the stock keep lying in the Customer Experience centre/Oriflame office which may not have enough space to hold such stock for long. This further leads to damage of these products due to less space and lack of proper storage facility in such locations.
4. **Loss of business for other Brand Partners:** Negation also causes loss of opportunity for other Brand Partners by creating an out of stock situation due to which such Brand Partners are unable to place orders and grow their business.
5. **Loss due to damage in transit:** Cancelled orders returned back by the Brand Partners are dispatched back to the Company and this sometimes causes loss due to damage of products in the transit.
6. **Unethical Business environment:** Brand Partner who indulge in negation, spread unethical business practice and avail cash awards, PD, SPO incentive, qualification to various other benefits like conferences, seminars, car programme, etc., by unfair means. Such activities lead to promotion of unethical business environment which is strictly against the business ethics of the Company.

### Part III – Fee Charged on Negation of Individual Order

| Sr.No. | Category of Negation                                    | Negation Fee (Rs.) |
|--------|---|--------------------|
| 1      | Cash on delivery Previous Month Negation for each order | 150*               |
| 2      | Online immediate Previous Month Negation for each order | 150*               |
| 3      | Courier Orders Previous Month Negation for each order   | 150*               |
| 4      | WFT order Previous Month Negation by SPO for            | 150*               |

\* Such penalty/fee shall be applied in the following manner:

- (i) Collection/Deduction of fee/penalty shall be made from Brand Partner's account with Oriflame at the time of placing the next order. In case there is no amount or insufficient amount in the Brand Partner's account, any amount paid by such Brand Partner shall be first adjusted against the applicable Negation Fee.
- (ii) If no order is placed by the Brand Partner in the next month, the Negation Fee shall be recovered from PD of subsequent month.

## Part IV – Penalty for Negation

In order to reduce the volume of negations and to combat the consequent challenges arising therefrom, in addition to the Negation Fee provided in Part III above, the Brand Partners who meet the following criteria shall be liable for such penalty as described below:

### CRITERIA

1. **Applicability:** Brand Partners that are 22% and above title will be considered
2. **Calculation of Negation Value:** For ascertaining the value of negation, negation done by entire personal group of the Brand Partner will be considered.
3. **Limit:** If the total value of Negation in any of the six **Previous Months\*** is equal to or more than Rs. 1,00,000, the same shall be considered for ascertaining the applicability of penalty in Part IV. The same shall be applicable for SPOs as well.

This aforesaid limit will not be applicable to repeated defaulters, and as a result such repeated defaulters shall be subject to penalty as given in Part IV.

**\*Previous Months Negation:** Any invoice which pertains to any preceding month(s) and which is cancelled in subsequent month.

Example: Invoice dated 07.03.2019 or 15.03.2019 or 27.03.2019 and negated on 05.04.2019 shall be considered as Previous Month Negation.

Further, this Limit will not be applicable to repeated defaulter and as a consequence they shall also fall within the applicability of Part IV – penalty.

4. **Periodicity:** Negation pattern shall be reviewed in every 6 months.
5. **Previous Month Negation:** Like Negation fee as provided in Part III, for the purpose of Part IV, only Previous Month Negation shall be considered.
6. **Exclusions:** Credit notes i.e. notes issued in case of cancellation of partial order for reason covered under the Guarantee of Excellence Claims Policy will not be considered for ascertaining the applicability under Part IV.

## Action Against Defaulters

- 1. First Time Defaulters:** Any Brand Partner or SPO falling under the criteria mentioned above will be sent a warning letter at the first instance, with a copy of such warning letter to the upline and Area Manager.
- 2. Second Time Defaulters:** A Brand Partner or SPO who has defaulted for the second time (i.e. negation to the tune of Rs. 1,00,000 and above for second time in any 6 months) in any period of review, shall be penalised with deduction of 25% PD, calculated from the PD of the subsequent month. Such deduction will be made from the PD of the month in which the assessment is made and required intimation of second default is sent to the Brand Partner. In the event the PD for such month is insufficient to deduction, the deduction shall be made partially and remaining shall be made from PD of following month.
- 3. Third Time Defaulters:** A Brand Partner who has defaulted for the third time in any period of review shall be penalised with deduction of 50% PD, calculated from the PD of the subsequent month. Such deduction will be made from the PD of the month in which the assessment is made and required intimation of third default is sent to the Brand Partner. In the event the PD for such month is insufficient for deduction, the deduction shall be made partially and remaining shall be made from PD of following month. Additionally, in case of SPO, the Company will also withdraw the WFT facility from such SPO.
- 4. Fourth Time Defaulters:** A Brand Partner who has defaulted for the fourth time in any period of review shall be penalised with deduction of 100% PD, calculated from the PD of the subsequent month and/or the membership of such Brand Partner shall stand blocked for a period of 1 month henceforth during which such Brand Partner shall not have access to any facility provided to an Oriflame Brand Partner. Such deduction will be made from the PD of the month in which the assessment is made and required intimation of third default is sent to the Brand Partner. In the event the PD for such month is insufficient for deduction, the deduction shall be made partially and remaining shall be made from PD of following month and the ID shall remain blocked till recovery of such payment. In case of SPO, the SPO code will be blocked for 1 month and the Brand Partner will be penalised with deduction of 100% PD calculated basis PD of the subsequent month with deduction procedure as explained above.
- 5. Fifth Time Defaulters:** A Brand Partner or SPO that has defaulted for the fifth time in any period of review shall be penalized with deduction of 100% PD, calculated from the PD of the subsequent/following month and such a defaulting Brand Partner or SPO shall also be disqualified from attending any Conference or Seminar arranged by the Company in the coming 12 months. In the event the PD for such month is insufficient for deduction, the deduction shall be made partially, and remaining deduction shall be made from PD of following months.

6. **Sixth Time Defaulters:** A Brand Partner or SPO who has defaulted for the sixth time in any period of review shall be terminated with immediate effect where after all their right privileges shall stand transferred to their immediate sponsor.



## **Disclaimer**

This Negation Policy should be read with the rules of conduct contained in the Brand Partner Application Form, Success Plan, Policy Manual and such other communications as may be made by the Company from time to time. This policy shall be applicable from the effective till the time it is revoked or amended by the Company.

The Company reserves the right to amend the Negation Policy at any time by a written notice (including electronic mail) to the Brand Part

## **ONLINE REGISTRATION FORM FOR BRAND PARTNER (E-BPAF) POLICY**

1. This policy governs all issues and aspects pertaining to Online Registration Form for Brand Partner (e-BPAF) or Electronic Brand Partner Application Form.
2. For the purposes of the present policy, unless the context otherwise requires, the following are the definitions of various terms used therein:
  - (a) "Communication Device" means cell phones, personal digital assistance, or combination of both or any other device used to communicate, send or transmit any text, video, audio, or image.
  - (b) "Company" means Oriflame India Pvt Ltd, the Company duly incorporated under the Companies Act, 1956.
  - (c) "Computer" means any electronic, magnetic, optical or other high-speed data processing device or system which performs logical, arithmetic, and memory functions by manipulations of electronic, magnetic or optical impulses, and includes all input, output, processing, storage, computer software, or communication facilities which are connected or related to the computer in a computer system or computer network.
  - (d) "Computer Network" means the interconnection of one or more computers or computer systems or Communication device through-
    - (i) the use of satellite, microwave, terrestrial line, wire, wireless or other communication media; and
    - (ii) terminals or a complex consisting of two or more interconnected computers or communication device whether or not the interconnection is continuously maintained.
  - (e) "Computer Resource" means computer, communication device, computer system, computer network, data, computer database or software.
  - (f) "Brand Partner" means a Brand Partner of Oriflame India Pvt Ltd who has agreed to the terms and conditions, business policies, plans, success plans and other business objectives of Oriflame India Pvt Ltd. Brand Partner shall for the purposes of this document include any Oriflame Brand Partner irrespective of title and level (including Managers, Directors and above).
  - (g) "Computer System" means a device or collection of devices, including input and output support devices and excluding calculators which are not programmable and capable of being used in conjunction with external files, which contain computer programmes, electronic instructions, input data, and output data, that performs logic, arithmetic, data storage and retrieval, communication control and other functions.

- (h) "Data" means a representation of information, knowledge, facts, concepts or instructions which are being prepared or have been prepared in a formalised manner, and is intended to be processed, is being processed or has been processed in a computer system or computer network, and may be in any form (including computer printouts magnetic or optical storage media, punched cards, punched tapes) or stored internally in the memory of the computer.
  - (i) "Electronic Form" with reference to information means any information generated, sent, received or stored in media, magnetic, optical, computer memory, micro film, computer generated micro fiche or similar device.
  - (j) "E-BPAF" refers to the Online Registration Form of Oriflame India Pvt. Ltd., filled by a Brand Partner which is generated, transmitted, sent or received as also stored in the electronic form on computers, computer systems, computer networks, computer resources and communication devices of Oriflame India Pvt. Ltd.
  - (k) "Electronic Record" means data, record or data generated, image or sound stored, received or sent in an electronic form or micro film or computer generated micro fiche.
  - (l) "Information" includes data, message, text, images, sound, voice, codes, computer programmes, software and databases or micro film or computer generated micro fiche.
3. That Oriflame India Private Limited is a Company dedicated towards making its operations and networks seamless efficient and effective. In that context, Oriflame India Private Limited has decided to implement Brand Partner Application Form in the electronic format hereinafter known as E-Brand Partner Application Form or e-BPAF.
  4. That all issues, disputes and aspects pertaining to e-BPAF shall be governed under the terms of the present policy.
  5. That it is hereby clarified that e-BPAF is an electronic record within the meaning of Section 2(1)(t) of the Information Technology Act, 2000 as it contains data, record or data generated, image stored, received or sent in the electronic form.
  6. That it is clarified that e-BPAF is also data in the electronic form with the meaning of Section 2(1)(o) of the Information Technology Act, 2000. This is so because e-BPAF is a representation of information, knowledge, facts, concepts or instructions which are being prepared or have been prepared in a formalised manner and is intended to be processed, is being processed or has been processed in a computer system or computer network, and may be in any form including computer printouts or stored internally in the memory of the computer.

7. That it is hereby clarified that e-BPAF of Oriflame India Private Limited also constitutes information within the meaning of Section 2(1)(v) of the Information Technology Act, 2000 as it contains data, message, text, images in the electronic form which has been generated, sent, received or stored in media, magnetic, optical, computer memory, microfilm, computer generated microfiche or similar device.
8. That it is hereby clarified that e-BPAF is electronic record which contains information of matter, which is rendered or made available in the electronic form as well as which is accessible so as to be usable for a subsequent reference. This e-BPAF has complete legality by virtue of Section 4 of the Information Technology Act, 2000.
9. That the present e-BPAF is an electronic contract which is entered into between Oriflame India Private Limited and the Brand Partner. The present contract is a contract within the meaning of Section 10 of the Indian Contract Act as it has been made by the free consent of parties competent to contract, for a lawful consideration and with a lawful object, and are not hereby expressly declared to be void.
10. That it is hereby declared that e-BPAF is a valid contract within the eyes of law. This is also so by virtue of Section 10A of the Information Technology Act, 2000. This is so because, in the contract formation of the e-BPAF, the communication of proposal, and the acceptance of proposal are expressed in the electronic form as well by means of electronic record. Further by virtue of the operation of Section 10A of the Information Technology Act, 2000, such e-BPAF shall not be deemed to be an unenforceable solely on the ground that the electronic form or means was used for that purpose.
11. That it is hereby notified that the present e-BPAF policy pertaining to Electronic Brand Partner Application Form is fully governed by the provisions of the Information Technology Act, 2000. Under Section 81 of the Information Technology Act, 2000, the provisions of the Information Technology Act shall have effect notwithstanding anything inconsistent therewith contained in any other law for the time being in force. As such, since under Section 81 of the Information Technology Act, 2000, the Information Technology Act, 2000 has been given overriding effect, the present e-BPAF is a legal and valid electronic record and contract.
12. That it is hereby clarified that in the event of any dispute between Oriflame India Private Limited and any Brand Partner in respect of any matter pertaining to the entering into negotiation and execution of the e-BPAF as also performance of various obligation of the Brand Partner under the various provisions of e-BPAF, the same shall be subject to the exclusive jurisdiction of the courts of the National Capital Territory of Delhi. The Brand Partner hereby acknowledge and agree that in the event of any dispute between the Brand Partner and Oriflame India Private Limited, all disputes shall be filed in respect of a court of law located within the territorial boundaries of Delhi.
13. It is hereby clarified that other aspects of e-BPAF are given in respect of other policies being E-BPAF Retention Policy, E-BPAF Attribution Policy, E-BPAF

Acknowledgement Policy, E- BPAF Time and Place Framework Policy, E- BPAF Audit Policy, E-BPAF Information/Data Collection Policy. The contents of the policies may also be read as part and parcel of the present policy and are once again reaffirmed and reiterated and are not repeated here for the sake of brevity.

14. That by agreeing to the said policy, the Brand Partner hereby agrees to all the terms and conditions detailed in the present policy and has no objection. The Brand Partner hereby declares that he himself read the contents of the said policy and that he has clicked on "I Accept" button after being fully conversant with the contents of the present policy and agreeing with the same, in the said clicking of the "I Accept" button has been done in token of acceptance of the terms of e-BPAF policy.
15. The Brand Partner hereby agrees not to challenge the said policy in the future as the Brand Partner has entered in the said policy out of his own will and volition and without any outside force, coercion or influence of any kind whatsoever.

## **ONLINE REGISTRATION FORM FOR BRAND PARTNER (E-BPAF) RETENTION POLICY**

1. The present policy shall be known as e-BPAF Retention Policy.
2. For the purposes of this policy, it is hereby declared that Online Registration Form for Brand Partner (e-BPAF) refers to Electronic Brand Partner Application Form of a Oriflame India Pvt. Ltd.
3. For the purposes of the present policy, unless the context otherwise requires, the following are the definitions of various terms used therein:
  - (a) "Communication Device" means cell phones, personal digital assistance, or combination of both or any other device used to communicate, send or transmit any text, video, audio, or image.
  - (b) "Company" means Oriflame India Pvt Ltd, the Company duly incorporated under the Companies Act, 1956.
  - (c) "Computer" means any electronic, magnetic, optical or other high-speed data processing device or system which performs logical, arithmetic, and memory functions by manipulations of electronic, magnetic or optical impulses, and includes all input, output, processing, storage, computer software, or communication facilities which are connected or related to the computer in a computer system or computer network.
  - (d) "Computer Network" means the interconnection of one or more computers or computer systems or Communication device through-
    - i. the use of satellite, microwave, terrestrial line, wire, wireless or other communication media; and
    - ii. terminals or a complex consisting of two or more interconnected computers or communication device whether or not the interconnection is continuously maintained.
  - (e) "Computer Resource" means computer, communication device, computer system, computer network, data, computer database or software.
  - (f) "Brand Partner" means a Brand Partner of Oriflame India Pvt. Ltd. who has agreed to the terms and conditions, business policies, plans, success plans and other business objectives of Oriflame India Pvt. Ltd. Brand Partner shall for the purposes of this document include any Oriflame Brand Partner irrespective of title and level (including Managers, Directors and above).
  - (g) "Computer System" means a device or collection of devices, including input and output support devices and excluding calculators which are not programmable and capable of being used in conjunction with external files, which contain computer programmes, electronic instructions, input data, and output data, that performs logic, arithmetic, data storage and retrieval, communication control and other functions.

- (h) "Data" means a representation of information, knowledge, facts, concepts or instructions which are being prepared or have been prepared in a formalised manner, and is intended to be processed, is being processed or has been processed in a computer system or computer network. , and may be in any form (including computer printouts magnetic or optical storage media, punched cards, punched tapes) or stored internally in the memory of the computer.
- (i) "Electronic Form" with reference to information means any information generated, sent, received or stored in media, magnetic, optical, computer memory, micro film, computer generated micro fiche or similar device.
- (j) "E-BPAF" refers to the Online Registration Form of Oriflame India Pvt. Ltd., filled by a Brand Partner which is generated, transmitted, sent or received as also stored in the electronic form on computers, computer systems, computer networks, computer resources and communication devices of Oriflame India Pvt. Ltd.
- (k) "Electronic Record" means data, record or data generated, image or sound stored, received or sent in an electronic form or micro film or computer generated micro fiche.
- (l) "Information" includes data, message, text, images, sound, voice, codes, computer programmes, software and databases or micro film or computer generated micro fiche.
4. That the terms of the present e-BPAF Retention Policy determine the manner in which e- BPAF data shall be retained on computers, computer systems and computer networks as also computer resources and communication devices of Oriflame India Pvt. Ltd.
5. That it is hereby clarified the e-BPAF is an electronic contract entered into between Oriflame India Pvt. Ltd. and its Brand Partner and constitute a valid electronic record as also data and information in the electronic form within the meaning of Section 2 of the Information Technology Act, 2000.
6. That the present e-BPAF is governed by various provisions of the Information Technology Act, 2000.
7. That this present policy stipulates the retention policy to be adopted by Oriflame India Pvt. Ltd. for electronic retention of e-BPAF on the computers, computer systems and computer networks of Oriflame India Pvt. Ltd.
8. That it is hereby declared that e-BPAF shall be retained in the electronic form by Oriflame India Pvt. Ltd. in accordance with the provisions of the Information Technology Act, 2000.
9. It is hereby certified that at the time of retention, the information contained in e-BPAF remains accessible to Oriflame India Pvt. Ltd., so as to be usable for

a subsequent reference.

10. That it is hereby certified by means of the present policy that when e-BPAF is retained in the electronic format by Oriflame India Pvt. Ltd., e-BPAF is an electronic record retained in the format in which it was originally generated, sent or received or in a format which can be demonstrated to represent accurately the information originally generated, sent or received.
11. It is hereby further categorically stated that the e-BPAF and data collected is retained by Oriflame India Pvt. Ltd. in a manner that the details which will facilitate, the identification of the origin, destination, date and time of dispatch or receipt of such electronic record, being e-BPAF are available in the said electronic record or e-BPAF itself.
12. That it is hereby stipulated that the electronic records pertaining to e-BPAF shall be retained for a period of atleast 8 years.
13. That the provisions of the said policy shall prevail over anything inconsistent therewith contained in any other policy pertaining to the retention of e-BPAF by Oriflame India Pvt. Ltd.



## **ONLINE REGISTRATION FORM FOR BRAND PARTNER (E-BPAF) ATTRIBUTION POLICY**

1. The present policy shall be known as the e-BPAF Attribution policy.
2. The objective of this policy is to determine the legal mechanism for attribution of electronic records and acceptance by the Brand Partner.
3. For the purposes of the present policy, unless the context otherwise requires, the following are the definitions of various terms used therein:
  - a. "Communication Device" means cell phones, personal digital assistance, or combination of both or any other device used to communicate, send or transmit any text, video, audio, or image.
  - b. "Company" means Oriflame India Pvt Ltd, a company duly incorporated under the Companies Act, 1956.
  - c. "Computer" means any electronic, magnetic, optical or other high-speed data processing device or system which performs logical, arithmetic, and memory functions by manipulations of electronic, magnetic or optical impulses, and includes all input, output, processing, storage, computer software, or communication facilities which are connected or related to the computer in a computer system or computer network.
  - d. "Computer Network" means the interconnection of one or more computers or computer systems or Communication device through-
    - i. the use of satellite, microwave, terrestrial line, wire, wireless or other communication media; and
    - ii. terminals or a complex consisting of two or more interconnected computers or communication device whether or not the interconnection is continuously maintained.
  - e. "Computer Resource" means computer, communication device, computer system, computer network, data, computer database or software.
  - f. "Brand Partner" means a Brand Partner of Oriflame India Pvt. Ltd. who has agreed to the terms and conditions, business policies, plans, success plans and other business objectives of Oriflame India Pvt. Ltd. Brand Partner shall for the purposes of this document include any Oriflame Brand Partner irrespective of title and level (including Managers, Directors and above).
  - g. "Computer System" means a device or collection of devices, including input and output support devices and excluding calculators which are not programmable and capable of being used in conjunction with external files, which contain computer programmes, electronic instructions, input data, and output data, that performs logic, arithmetic, data storage and retrieval, communication control and other functions.
  - h. "Data" means a representation of information, knowledge, facts, concepts or instructions which are being prepared or have been prepared in a formalised manner, and is intended to be processed, is being processed or has been processed in a computer system or computer network, and may be in any form (including computer printouts magnetic

or optical storage media, punched cards, punched tapes) or stored internally in the memory of the computer.

- i. "Electronic Form" with reference to information means any information generated, sent, received or stored in media, magnetic, optical, computer memory, micro film, computer generated micro fiche or similar device.
  - j. "E-BPAF" refers to the Online Registration Form of Oriflame India Pvt Ltd, filled by a Brand Partner which is generated, transmitted, sent or received as also stored in the electronic form on computers, computer systems, computer networks, computer resources and communication devices of Oriflame India Pvt. Ltd.
  - k. "Electronic Record" means data, record or data generated, image or sound stored, received or sent in an electronic form or micro film or computer generated micro fiche.
  - l. "Information" includes data, message, text, images, sound, voice, codes, computer programmes, software and databases or micro film or computer generated micro fiche.
4. That it is hereby clarified that e-BPAF is an electronic record which is generated by the Brand Partner on the computers, computer systems, computer networks, computer resources and communication devices belonging to Oriflame India Pvt. Ltd., or any third party or the Brand Partner.
  5. That e-BPAF is deemed to be legally valid electronic record which has legal validity and binding effect under the Information Technology Act, 2000.
  6. That it is hereby categorically stipulated that e-BPAF is an electronic contract between the Brand Partner and Oriflame India Pvt. Ltd.
  7. That the Brand Partner acknowledges that he himself out of his own sweet will and without any outside force, coercion or influence of any kind whatsoever has opted to become a Brand Partner with Oriflame India Pvt. Ltd.
  8. The Brand Partner hereby further certifies that the Brand Partner, out of his sweet will and without any outside force, coercion or influence, has agreed to and has indeed signed the e-BPAF and has accepted the term and conditions of e-BPAF on the computer resources of the Company, or any third party or Brand Partner.
  9. That the Brand Partner hereby certifies that he has out of his own sweet will, visited the registration page on the website and computer resource of the Company/self-registration page/open URL offered by the Company.
  10. That the Brand Partner has out of his sweet will and volition entered all his details therein and has accepted the terms and conditions of the said registration process and has requested for activation.
  11. Further, the Brand Partner has received from the Company, the One Time Password (OTP) on his/her unique mobile phone and has utilized the same for activating the account. Further, after activation, the Brand Partner has logged-in to the computer systems and computer networks of the Company or any third party or himself and has accepted e-BPAF and its terms and conditions by reading through the contents of the same and by accepting all the contents given therein by clicking on the "I Accept" button.
  12. That the Brand Partner hereby acknowledges that when he has accepted the terms and conditions at the registration process or when he has accepted the

terms and conditions / e-BPAF after activation of the account, his Internet Protocol Address is captured by the Company along with date and time stamp as also his Brand Partner ID and password, at the time of signing e-BPAF or login. The Brand Partner agrees that the said proof is the conclusive proof to prove the fact that it is indeed the Brand Partner who has agreed to the various terms and conditions detailed under e-BPAF by going through the same and by voluntarily clicking on the "Register/I Accept" button from the requisite Internet Protocol Address on the relevant date and time and by using the allocated Brand Partner ID given to the Brand Partner by the Company.

13. That the Brand Partner hereby categorically states that the terms and conditions on the registration page as also e-BPAF and login page has been accepted by the Brand Partner without any outside force, coercion or influence of any kind whatsoever. The Brand Partner agrees that e-BPAF and login page is an electronic record which shall be attributed to the Brand Partner the moment the Brand Partner clicks on the "Register/I Accept" button of e-BPAF where his IP Address along with date and time stamp and Brand Partner ID and password is captured at the backend as the said communication of the electronic record was sent by the Brand Partner in his capacity as the originator of the said record himself.
14. That the Brand Partner hereby acknowledges that the Company encourages all the Brand Partners to activate their accounts individually themselves on the basis of OTP received by them on their phones. However, in case the Brand Partner has shared the OTP with the sponsor or any other person and the sponsor or such person has indeed activated the account of the Brand Partner on his behalf, the Brand Partner acknowledges that the said activation of his account has been done by the person who has the authority to act on behalf of the Brand Partner, being the originator in respect of the said electronic record.
15. That by virtue of agreeing to the present terms and conditions of e-BPAF Attribution Policy, the Brand Partner hereby specifically declares and undertakes that he alone is the originator of the relevant "I Accept" message which has been clicked after reading, agreeing to and accepting the terms and conditions detailed in e-BPAF and on login page which has come from the IP Address on the relevant date and time along with the accompanying Brand Partner ID which has been captured by the Company at the backend and the IP Address at the relevant date and time along with the Brand Partner ID has indeed been allocated to the Brand Partner.
16. That the Brand Partner by agreeing to the terms of e-BPAF Attribution Policy, hereby categorically states that he shall never at any point of time dispute or challenge the fact that the e-BPAF was not electronically accepted by him from the relevant IP Address on the date and time which was so captured by the Company at the backend along with the Brand Partner ID and password, which was used for the purposes of clicking on the "Register/I Accept" button of e-BPAF or login page.
17. That the Brand Partner hereby further acknowledges that in the event though he himself may not have been the person who has clicked on the "Register/I Accept" button to the terms and conditions of e-BPAF and login page, the Brand Partner hereby declares that he alone shall be responsible and shall be completely bound down by the terms and conditions of e-BPAF and login page which has been accepted by clicking on the "I Accept" button from the IP

Address on the relevant date and time along with the Brand Partner ID, which has been captured at the backend by the Company and that the same IP Address on the relevant date and time, was in turn used by the said Brand Partner for the purposes of accepting the terms and conditions of e-BPAF.

18. That the Brand Partner has entered into e-BPAF voluntary as a legal contract without any outside force, coercion or influence of any kind whatsoever. The Brand Partner hereby specifically declares that e-BPAF is a legal valid electronic contract which confirms with the provisions of Section 10 of the Indian Contract Act, and is also compliant with the relevant provisions of the Information Technology Act, 2000.

## **ONLINE REGISTRATION FORM FOR A BRAND PARTNER (E-BPAF) ACKNOWLEDGMENT OF RECEIPT POLICY**

1. This policy shall be known as the e-BPAF Acknowledgment of Receipt Policy.
2. For the purposes of the present policy, unless the context otherwise requires, the following are the definitions of various terms used therein:
  - a. "Communication Device" means cell phones, personal digital assistance, or combination of both or any other device used to communicate, send or transmit any text, video, audio, or image.
  - b. "Company" means Oriflame India Pvt Ltd, the Company duly incorporated under the Companies Act, 1956.
  - c. "Computer" means any electronic, magnetic, optical or other high-speed data processing device or system which performs logical, arithmetic, and memory functions by manipulations of electronic, magnetic or optical impulses, and includes all input, output, processing, storage, computer software, or communication facilities which are connected or related to the computer in a computer system or computer network.
  - d. "Computer Network" means the interconnection of one or more computers or computer systems or Communication device through-
    - i. the use of satellite, microwave, terrestrial line, wire, wireless or other communication media; and
    - ii. terminals or a complex consisting of two or more interconnected computers or communication device whether or not the interconnection is continuously maintained.
  - e. "Computer Resource" means computer, communication device, computer system, computer network, data, computer database or software.
  - f. "Brand Partner" means a Brand Partner of Oriflame India Pvt. Ltd. who has agreed to the terms and conditions, business policies, plans, success plans and other business objectives of Oriflame India Pvt. Ltd. Brand Partner shall for the purposes of this document include any Oriflame Brand Partner irrespective of title and level (including Managers, Directors and above).
  - g. "Computer System" means a device or collection of devices, including input and output support devices and excluding calculators which are not programmable and capable of being used in conjunction with external files, which contain computer programmes, electronic instructions, input data, and output data, that performs logic, arithmetic, data storage and retrieval, communication control and other functions.
  - h. "Data" means a representation of information, knowledge, facts, concepts or instructions which are being prepared or have been prepared in a formalised manner, and is intended to be processed, is being processed or has been processed in a computer system or computer network, and may be in any form (including computer printouts magnetic or optical storage media, punched cards, punched tapes) or stored internally in the memory of the computer.

- i. "Electronic Form" with reference to information means any information generated, sent, received or stored in media, magnetic, optical, computer memory, micro film, computer generated micro fiche or similar device.
  - j. "E-BPAF" refers to the Online Registration Form of Oriflame India Pvt. Ltd., filled by a Brand Partner which is generated, transmitted, sent or received as also stored in the electronic form on computers, computer systems, computer networks, computer resources and communication devices of Oriflame India Pvt. Ltd., and for purpose of this policy includes the Login Page.
  - k. "Electronic Record" means data, record or data generated, image or sound stored, received or sent in an electronic form or micro film or computer generated micro fiche.
  - l. "Information" includes data, message, text, images, sound, voice, codes, computer programmes, software and databases or micro film or computer generated micro fiche.
3. This policy specifically deals with the manner in which acknowledgement of receipt of e-BPAF as electronic record is given.
4. The Brand Partner hereby agrees that e-BPAF is a legally valid electronic contract which has been entered into between the Brand Partner and the Company.
5. That the said electronic contract is a valid contract which complies with the conditions of Section 10 of the Indian Contract Act. Further, the said contract also complies with the provisions of the Information Technology Act, 2000.
6. That it is hereby declared that the Brand Partner is the originator of the relevant consent to e-BPAF and login page being the clicker of the "Register/I Accept" button by accepting the terms and conditions of e-BPAF. The Brand Partner hereby stipulates that the acknowledgement of receipt of e-BPAF by the Company as the electronic record may be given by the Company by any communication addressed by the Company, automated or otherwise, addressed to the Brand Partner.
7. Further, it is hereby stipulated that the acknowledgment of receipt of e-BPAF as an electronic record may be given by the Company, by any conduct of the Company, sufficient to indicate to the Brand Partner, being the originator of the said acceptance of the terms and conditions of e-BPAF, that the said e-BPAF has been received. The said communication can either be by means of an SMS or email. Further, the conduct of the Brand Partner as an addressee, by logging into the computer systems and computer networks of the Company after activation of the account and after accepting e-BPAF terms and conditions, is itself sufficient proof to indicate to the Company that e-BPAF as electronic record has been generated by the Brand Partner and subsequent thereto, the Brand Partner is engaging in various activities of buying and selling on the various computer platforms and networks of the Company.
8. The provisions of this policy shall be binding on the Company as well as on the Brand Partner, notwithstanding anything contrary to the said provisions contained anywhere.
9. That the Brand Partner, as the originator and clicker of the "I Accept" button to e\_-BPAF hereby acknowledges and stipulates that e-BPAF being the electronic

record, shall be binding upon the Brand Partner the moment the Brand Partner clicks on the "Register/I Accept" button after reading its terms and conditions detailed in e-BPAF. It will be of no consequence whether the Brand Partner has physically or actually read the terms and condition of e-BPAF. It is hereby categorically stipulated that the moment the Brand Partner clicks on the "Register/I Accept" button at the below of e-BPAF, he shall be deemed to have entered into a valid legal binding contract with the Company being e-BPAF and the contents of the said e-BPAF shall be valid and binding on both the parties.

10. The Brand Partner hereby further categorically acknowledges that the said e-BPAF would be binding upon him notwithstanding the fact as to whether the Brand Partner has ever received any acknowledgement of any communication subsequent thereto by clicking on the "Register/I Accept" button.
11. That the Brand Partner hereby categorically states that the moment the Brand Partner clicks on the "I Register/ Accept" button of e-BPAF, he/she is deemed to have agreed to and complied with all the terms and conditions detailed in e-BPAF and all its accompanying and attendant policies and that he is deemed to have acknowledged the factum of having entered into a legally valid electronic contract. It is hereby clarified that the mere clicking of the Register/I Accept" button is itself an acknowledgment of receipt of the acceptance of the Brand Partner to the terms and conditions of e-BPAF and its relevant applicable policies, to the Company.
12. It is hereby acknowledged and accepted by the Brand Partner that there are no consequence whatsoever if the Brand Partner has not received any specific communication from the Company after clicking the "Register/I Accept" button pertaining to the execution of e-BPAF. The Brand Partner hereby agrees not to challenge the terms and conditions of e-BPAF at any point of time in future as his aforesaid conduct by clicking on the "Register/ I Accept" button on e-BPAF tantamount to his complete unequivocal and absolute consent to the terms and conditions of e-BPAF and its relevant applicable policies.
13. It is hereby further stipulated that the Brand Partner shall not have any right to dispute the fact that he/she had never entered into e-BPAF or electronic contract with the Company at any point of time in the future and that the Brand Partner will be completely bound to the terms and conditions as detailed in e-BPAF and its relevant applicable policies.

## ONLINE REGISTRATION FORM FOR BRAND PARTNER (E-BPAF) TIME AND PLACE OF DISPATCH & RECEIPT FRAMEWORK

1. This framework shall be known as the "e-BPAF Time and Place of Dispatch and Receipt Framework".
2. For the purposes of the present policy, unless the context otherwise requires, the following are the definitions of various terms used therein:
  - a) "Communication Device" means cell phones, personal digital assistance, or combination of both or any other device used to communicate, send or transmit any text, video, audio, or image.
  - b) "Company" means Oriflame India Pvt Ltd, the Company duly incorporated under the Companies Act, 1956.
  - c) "Computer" means any electronic, magnetic, optical or other high-speed data processing device or system which performs logical, arithmetic, and memory functions by manipulations of electronic, magnetic or optical impulses, and includes all input, output, processing, storage, computer software, or communication facilities which are connected or related to the computer in a computer system or computer network.
  - d) "Computer Network" means the interconnection of one or more computers or computer systems or Communication device through-
    - i. the use of satellite, microwave, terrestrial line, wire, wireless or other communication media; and
    - ii. terminals or a complex consisting of two or more interconnected computers or communication device whether or not the interconnection is continuously maintained.
  - e) "Computer Resource" means computer, communication device, computer system, computer network, data, computer database or software.
  - f) "Brand Partner" means a Brand Partner of Oriflame India Pvt. Ltd. who has agreed to the terms and conditions, business policies, plans, success plans and other business objectives of Oriflame India Pvt. Ltd. Brand Partner shall for the purposes of this document include any Oriflame Brand Partner irrespective of title and level (including Managers, Directors and above).

"Computer System" means a device or collection of devices, including input and output support devices and excluding calculators which are not programmable and capable of being used in conjunction with external files, which contain computer programmes, electronic instructions, input data, and output data, that performs logic, arithmetic, data storage and retrieval, communication control and other functions.

- g) "Data" means a representation of information, knowledge, facts, concepts or instructions which are being prepared or have been prepared in a formalised manner, and is intended to be processed, is being processed or has been processed in a computer system or computer network. , and may be in any form (including computer printouts magnetic or optical storage media, punched cards, punched tapes) or stored internally in the memory of the computer.
- h) "Electronic Form" with reference to information means any information



generated, sent, received or stored in media, magnetic, optical, computer memory, micro film, computer generated micro fiche or similar device.

- i) "E-BPAF" refers to the Online Registration Form of Oriflame India Pvt. Ltd., filled by a Brand Partner which is generated, transmitted, sent or received as also stored in the electronic form on computers, computer systems, computer networks, computer resources and communication devices of Oriflame India Pvt. Ltd.
  - j) "Electronic Record" means data, record or data generated, image or sound stored, received or sent in an electronic form or micro film or computer generated micro fiche.
  - k) "Information" includes data, message, text, images, sound, voice, codes, computer programmes, software and databases or micro film or computer generated micro fiche.
3. It is hereby agreed between the Company and the Brand Partner that e-BPAF entered into between the Company and the Brand Partner constitutes a legally valid binding electronic contract between the parties and the parties shall be fully governed by the terms and conditions detailed therein.
  4. It is further categorically stated that since the Brand Partner has to log on to the computer system, computer network as also computer resource belonging to the Brand Partner or the Company or any third party, for the purposes of either registration, activation or accepting e-BPAF, the dispatch of any electronic record, e-BPAF occurs when Brand Partner clicks on "I Accept" button.
  5. That the time of receipt of all electronic records concerning e-BPAF shall be determined as per the terms of the present framework.
  6. That since the Company has designated a computer resource for the purposes of receiving electronic records including e-BPAF, the receipt of electronic records including e-BPAF occurs at the time when the electronic record enters the designated computer resource of the Company.
  7. It is hereby agreed between the parties that an electronic record, including e-BPAF, being the electronic contract being concluded on the computer resource of the Company, the same shall be deemed to be dispatched at the place where the Company has got its place of business being South Extension, Part 2, New Delhi.
  8. Further, the said electronic record, including e-BPAF shall be deemed to be received at South Extension, Part 2, New Delhi being the place where the Company has got its place of business.
  9. For the purposes of this framework, it is hereby clarified that since the Company has more than one place of business, the principal place of business being South Extension, Part 2, New Delhi shall be the place of business of the Company.

## **ONLINE REGISTRATION FORM FOR BRAND PARTNERS (E-BPAF) AUDIT POLICY**

1. This policy shall be known as the e-BPAF Audit Policy.
2. For the purposes of the present policy, unless the context otherwise requires, the following are the definitions of various terms used therein:
  - (a) "Communication Device" means cell phones, personal digital assistance, or combination of both or any other device used to communicate, send or transmit any text, video, audio, or image.
  - (b) "Company" means Oriflame India Pvt Ltd, the Company duly incorporated under the Companies Act, 1956.
  - (c) "Computer" means any electronic, magnetic, optical or other high-speed data processing device or system which performs logical, arithmetic, and memory functions by manipulations of electronic, magnetic or optical impulses, and includes all input, output, processing, storage, computer software, or communication facilities which are connected or related to the computer in a computer system or computer network.
  - (d) "Computer Network" means the interconnection of one or more computers or computer systems or Communication device through-
    - (i) the use of satellite, microwave, terrestrial line, wire, wireless or other communication media; and
    - (ii) terminals or a complex consisting of two or more interconnected computers or communication device whether or not the interconnection is continuously maintained.
  - (e) "Computer Resource" means computer, communication device, computer system, computer network, data, computer database or software.
  - (f) "Brand Partner" means a Brand Partner of Oriflame India Pvt. Ltd. who has agreed to the terms and conditions, business policies, plans, success plans and other business objectives of Oriflame India Pvt. Ltd. Brand Partner shall for the purposes of this document include any Oriflame Brand Partner irrespective of title and level (including Managers, Directors and above).
  - (g) "Computer System" means a device or collection of devices, including input and output support devices and excluding calculators which are not programmable and capable of being used in conjunction with external files, which contain computer programmes, electronic instructions, input data, and output data, that performs logic, arithmetic, data storage and retrieval, communication control and other functions.

- (h) "Data" means a representation of information, knowledge, facts, concepts or instructions which are being prepared or have been prepared in a formalised manner, and is intended to be processed, is being processed or has been processed in a computer system or computer network, and may be in any form (including computer printouts magnetic or optical storage media, punched cards, punched tapes) or stored internally in the memory of the computer.
  - (i) "Electronic Form" with reference to information means any information generated, sent, received or stored in media, magnetic, optical, computer memory, micro film, computer generated micro fiche or similar device.
  - (j) "E-BPAF" refers to the Online Registration Form of Oriflame India Pvt Ltd, filled by a Brand Partner which is generated, transmitted, sent or received as also stored in the electronic form on computers, computer systems, computer networks, computer resources and communication devices of Oriflame India Pvt Ltd.
  - (k) "Electronic Record" means data, record or data generated, image or sound stored, received or sent in an electronic form or micro film or computer generated micro fiche.
  - (l) "Information" includes data, message, text, images, sound, voice, codes, computer programmes, software and databases or micro film or computer generated micro fiche.
3. That since e-BPAF is the foundation of electronic contracts which are the foundations of business relationships between the Company and the Brand Partner, the Company shall retain e-BPAF in accordance with the parameters detailed under the Information Technology Act, 2000.
  4. That the Company in exercise of its due diligence hereby stipulates that there will be regular bi-annual legal audit of e-BPAF.
  5. That the legal audit of e-BPAF would be done in accordance with the parameters detailed under the Information Technology Act, 2000.
  6. That the ambit of the legal audit of e-BPAF would be limited to the fact that the provisions of the Information Technology Act, 2000, as also rules, regulations, directions, orders and notifications issued thereunder, have been fully complied with by e-BPAF in their generation, transmission and retention on the computers, computer systems and computer networks of the Company.
  7. That all the applicable norms which applies to the audit in the context of electronic records as per the principles enshrined under the Information Technology Act, 2000 will be applicable to e-BPAF legal audits.

## DATA/INFORMATION COLLECTION POLICY

### 8. INTRODUCTION

- (a) Oriflame India Pvt. Ltd., (hereinafter referred to as the Company) is committed to respect the privacy of personal information and sensitive personal data or information of individuals. Accordingly, Oriflame India Pvt. Ltd. has prepared this Policy and practices concerning the collection, usage and disclosure of personal information and sensitive personal data or information of individuals in the context of execution of Online Registration Form for Brand Partner (e-BPAF) and related documentation/electronic records.
- (b) Oriflame India Pvt. Ltd. protects the privacy of individuals by complying with the operative legislation being the amended Information Technology Act, 2000 and rules and regulations made thereunder including as the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data Or Information) Rules, 2011 and also the Information Technology (Intermediaries Guidelines) Rules, 2011.
- (c) The present document details how Oriflame India Pvt. Ltd. collects your personal data in the context of e-BPAF process which includes collection of your personal data anytime thereafter on your profile page or elsewhere on Oriflame website and informs you about the measures taken by Oriflame India Pvt. Ltd. to protect your personal data in the context of information collected from you, in the context of e-BPAF process and data collected in the manner stated above, in accordance with the Information Technology Act, 2000 (as amended in 2008), referred to hereafter as the "Information Technology Act".

### 9. DEFINITIONS

In this policy, unless the context otherwise requires, the following terms shall have the following meanings:-

- 1) "**Computer**" means any electronic magnetic, optical or other high-speed data processing device or system which performs logical, arithmetic, and memory functions by manipulations of electronic, magnetic or optical impulses, and includes all input, output, processing, storage, computer software, or communication facilities which are connected or related to the computer in a computer system or computer network."
  - (i) "**Computer Network**" means the inter-connection of one or more computers or computer systems or communication device through—
  - (ii) the use of satellite, microwave, terrestrial line, wire, wireless or other communication media; and
  - (iii) terminals or a complex consisting of two or more inter-connected computers or communication device whether or not the inter-connection is 20 continuously maintained."
- 2) "**Computer Resource**" means computer, computer system, computer

network, data, computer data base or software.

- 3) **“Computer System”** means a device or collection of devices, including input and output support devices and excluding calculators which are not programmable and capable of being used in conjunction with external files, which contain computer programmes, electronic instructions, input data and output data, that performs logic, arithmetic, data storage and retrieval, communication control and other functions.
- 4) **“Communication Device”** means cell phones, personal digital assistants or combination of both or any other device used to communicate, send or transmit any text, video, audio or image.
- 5) **“Data”** means a representation of information, knowledge, facts, concepts or instructions which are being prepared or have been prepared in a formalized manner, and is intended to be processed, is being processed or has been processed in a computer system or computer network, and may be in any form (including computer printouts magnetic or optical storage media, punched cards, punched tapes) or stored internally in the memory.
- 6) **“Telecommunications”** means all communications made through or on Oriflame India Pvt. Ltd. telephones, electronic mail, radios, facsimile machines, or any other electronic communication device.
- 7) **“System Administrator”** means the person(s) responsible for managing central computer or file servers, including operating systems and application software.
- 8) **“Network Administrator”** means the person(s) responsible for managing telecommunications network software, hardware infrastructure, or access rights for local area networks (LANS) or wide area networks (WANS).
- 9) **“Server”** means a computer that supports access to electronic services or information for network users.
- 10) **“Information Technology Resources”** means the technology infrastructure for processing and exchange of information, including computing and telecommunications (voice, video, and data) devices and associated resources to operate, maintain, and utilize the technology infrastructure.
- 11) **“Password”** means a secret word or phrase or code or passphrase or secret key, or encryption  
  
or decryption keys that one uses to gain admittance or access to information;
- 12) **“Personal information”** means any information that relates to a natural 21 person, which, either directly or indirectly, in combination with other information available or likely to be available with a body corporate, is capable of identifying such person.

- 13) **“Sensitive personal information”** (SPI) means Sensitive personal data or information of a person means such personal information which consists of information relating to:-
- (i) password;
  - (ii) financial information such as Bank account or credit card or debit card or other payment instrument details;
  - (iii) physical, physiological and mental health condition;
  - (iv) sexual orientation;
  - (v) medical records and history;
  - (vi) Biometric information;
  - (vii) any detail relating to the above clauses as provided to Oriflame India Pvt. Ltd. for providing service; and
  - (viii) any of the information received under above clauses by Oriflame India Pvt. Ltd. for processing, stored or processed under lawful contract or otherwise.
- 14) **“Public Information”** means any information that is freely available or accessible in public domain.

## 10. SCOPE

- (a) This policy is intended to address, in the context of e-BPAF processes which includes data collected from you after registration on your profile page, etc., the collection and use of information that is both personal and identifiable to an individual and confidential as well as sensitive personal data and information. Personal and Identifiable information includes personal characteristics such as home address, telephone number, Aadhaar numbers and financial information. For clarity, this policy is not meant to capture the collection of corporate information from other Company or businesses.

## 11. PURPOSE

- (a) Oriflame India Pvt. Ltd. is engaged in a type of business where they were entering into Brand Partner Application Form in the paper format. However, keeping in mind the large scale business exigencies and further business expansion of the Company, it has been decided to digitize the Brand Partner Application Form process. Consequently, the Company has decided to launch the entire Electronic Brand Partner Application Form or e-BPAF process. This involves collection of personal and private information from the Brand Partners/Oriflame Brand Partner. Oriflame India Pvt. Ltd. is very sensitive while engaging in the collection and use of that information because of its importance to the individual from whom it is collected. Oriflame India Pvt. Ltd. wishes to be in compliance with Information Technology Act and rules and regulations made thereunder

which relates to the collection and use of personal data and information in the e-BPAF process, including the confidential and sensitive personal data and information collected by Oriflame India Pvt. Ltd. at various occasions like on your profile page or elsewhere on Oriflame website and hence the present policy has been so formulated.

## 12. TYPE OF INFORMATION

- (a) Oriflame India Pvt. Ltd. may request different categories of personal information depending upon the nature of the requests or requirements of the services offered.
- (b) The categories of personal information, the Company collects may include your name, age, title, position, address, nominee details, PAN, Sex, Bank Details, telephone number (including mobile and fax numbers) and email address. The personal information may also relate to other persons of your family relevant to the information or services you have requested.

## 13. MANNER OF COLLECTION

- (a) The Company primarily collects personal information directly by requesting you to complete the e-BPAF. We may also collect information regarding your internet protocol address, browser type, domain name and access time, as under: -
  - (i) **Automatic Information:** We receive and store certain types of information whenever you interact with us. For example, like many Web sites, we use "cookies," and we obtain certain types of information when your Web browser accesses our sites. Examples of the information we collect and analyze include the Internet protocol (IP) address used to connect your computer to the Internet; computer and connection information such as browser type and version, operating system, and platform; the full Uniform Resource Locators (URL) click stream to, through, and from our Web site, including date and time. We use IP addresses to analyze trends, administer the site, track user's movement, and gather broad demographic information for aggregate use.
  - (ii) **Cookies:** Cookies are alphanumeric identifiers that we transfer to your computer's hard drive through your Web browser to enable our systems to recognize your browser. Besides using the information as described above, Oriflame India Pvt. Ltd. utilizes cookies to control the flow of the ordering processes by maintaining the state of your online transactions.
  - (iii) **Log Files:** We use IP addresses to analyze trends, administer the site, track User's movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information.
  - (iv) **Links:** Oriflame India Pvt. Ltd. web site contains links to other sites. Please be aware that we, Oriflame India Pvt. Ltd., are not responsible

for the privacy practices of such other sites. We encourage our Users to be aware when they leave our site and to read the privacy statements of each and every web site that collects personally identifiable information. Oriflame India Pvt. Ltd. privacy statement applies solely to information collected by us.

- (v) Oriflame India Pvt. Ltd. or any person on its behalf shall in the e-BPAF process, prior to the collection of information including sensitive personal data or information, provide an option to the provider of the information to or not to provide the data or information sought to be collected. The provider of information shall, at any time while availing the services or otherwise, also have an option to withdraw its consent given earlier to Oriflame India Pvt. Ltd. Such withdrawal of the consent shall be sent in writing to Oriflame India Pvt. Ltd. In the case of provider of information not providing or later on withdrawing his consent, Oriflame India Pvt. Ltd. shall have the option not to provide goods or services for which the said information was sought.

#### **14. THE DATA PROVIDER'S RIGHT TO OBJECT**

- (a) Oriflame India Pvt. Ltd. shall, in the e-BPAF process, grant the providers of data the right:
  - (a) to object at any time on compelling legitimate grounds relating to his particular situation to the processing of data relating to him, save where otherwise provided by national legislation, being the Information Technology Act, 2000 as amended and rules and regulations made thereunder. Where there is a justified objection, the processing may no longer involve those data;
  - (b) to object, on request and free of charge, to the processing of personal data including the confidential and sensitive data and information relating to him which the provider of data anticipates being processed for the purposes of direct marketing, or to be informed before personal data are disclosed for the first time to third parties or used on their behalf for the purposes of direct marketing, and to be expressly offered the right to object free of charge to such disclosures or uses.

#### **15. INFORMATION TO BE GIVEN TO THE DATA PROVIDER**

- (a) INFORMATION IN CASES OF COLLECTION OF DATA FROM THE DATA PROVIDER: While collecting information directly from the person concerned, Oriflame India Pvt. Ltd. or any person on its behalf shall take such steps as are, in the circumstances, reasonable to ensure that the person concerned is having the knowledge of —
  - (a) the fact that the information is being collected;
  - (b) the purpose for which the information is being collected;
  - (c) the intended recipients of the information; and
  - (d) the name and address of —



- (i) the agency that is collecting the information; and
  - (ii) the agency that will retain the information.
- (e) the existence of the right of access to and the right to rectify the data concerning him in so far as such further information is necessary, having regard to the specific circumstances in which the data are collected, to guarantee fair processing in respect of the data provider.

## **16. DATA RETENTION**

- (a) Oriflame India Pvt. Ltd. shall endeavor to keep the information covered by this policy secure during the entire time it is in its possession. To that end, the data/information shall be kept in Oriflame India Pvt. Ltd. safes, as far as physical records are concerned and also in secure networks, as far as electronic form data is concerned.
- (b) As a general rule, personal information including the sensitive personal data or information shall be retained for a minimum period of 8 years to satisfy the audit requirements as per the Information Technology Act and rules made thereunder. At the expiration of that period, the documents shall be disposed of in a manner acceptable to the authorities. Applications submitted by the general public shall be maintained for a period of upto 8 years and retained for future references as well.
- (c) Personal information you provide to us will be retained only for such period as may be necessary for the carrying out of the purposes referred to in this policy or as otherwise specified at the time of collection.

## **17. ACCESSING, CORRECTING AND UPDATING INFORMATION**

- (a) Oriflame India Pvt. Ltd. gives you access to certain information about you for the limited purpose of viewing and, in certain cases, updating that information. To view or change this information, contact us at [contactcenter.india@oriflame.com](mailto:contactcenter.india@oriflame.com). You are required to correct any erroneous or out-of-date information concerning your data. You can access the information you had provided to Oriflame India Pvt. Ltd. for amendments

## **18. SECURITY**

- (a) The security of your personal information, provided during the e-BPAF process or on your profile page is important to Oriflame India Pvt. Ltd. Oriflame India Pvt. Ltd. provides a framework to establish processes and procedures to protect against security threats, whether accidental or deliberate, external or internal; to ensure confidentiality, integrity and availability of data; and minimize the impact of security incidents. The security team at Oriflame India Pvt. Ltd. works closely with the senior management team to develop the highlevel security policies and for 25 continuous conformant and enforcement.
- (b) Oriflame India Pvt. Ltd. follows generally accepted industry standards to

protect the personal information submitted to it in the e-BPAF process which includes the data provided on your profile page, both during transmission and once Oriflame India Pvt. Ltd. receives it. No method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, while Oriflame India Pvt. Ltd. strives to use commercially acceptable means to protect your personal information, Oriflame India Pvt. Ltd. cannot guarantee its absolute security.

- (c) Oriflame India Pvt. Ltd. will also take such steps as are appropriate to ensure the security of that information while it is held by Oriflame India Pvt. Ltd. This will include password protection and other electronic security methods as well as physical security methods, where appropriate, to help ensure that the information can only be accessed by our authorized employees, which employees shall be made aware of the terms of this policy and our duties to you under this policy.
- (d) Oriflame India Pvt. Ltd. implements appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing. Such measures ensure a level of security appropriate to the risks represented by the processing and the nature of the data to be protected.

## **19. CHOICE**

- (a) Oriflame India Pvt. Ltd. will offer individuals the opportunity to choose (i.e., opt-out) whether their personal information is (1) disclosed to a third-party, or (2) used for a purpose other than the purpose for which it was originally collected or subsequently authorized by the individual.
- (b) For Sensitive Personal Information, Oriflame India Pvt. Ltd. will give individuals the opportunity to affirmatively consent (i.e., opt-in) to the disclosure of the information to a third-party or the use of the information for a purpose other than the purpose for which it was originally collected or subsequently authorized by the individual. Oriflame India Pvt. Ltd. will provide reasonable methods by which individuals can exercise their choices.

## **20. DISCLOSURE OF INFORMATION WITH CONSENT**

- (a) Oriflame India Pvt. Ltd. shall not disclose sensitive personal data and information to any third party except with the prior permission from you.

## **21. DISCLOSURE OF INFORMATION WITHOUT CONSENT**

- (a) We shall not disclose the personal data or information to any third party with the prior permission from the provider of such information except in the following circumstances: -
  - (a) The information shall be shared, without obtaining prior consent from provider of information, with Government agencies mandated under the law to obtain information including sensitive personal data or information

for the purpose of verification of identity, or for prevention, detection, investigation including cyber incidents, prosecution, and punishment of offences.

- (b) Any personal data or Information shall be disclosed to any third party by an order made by the competent authority under the law for the time being in force, being the Information Technology Act, 2000 and rules and regulations made thereunder.
- (c) Any personal data or Information shall be disclosed to any third party by an order made by a court of competent jurisdiction.

**Compliance:** We release account and other personal information when we believe release is appropriate to comply with law; for the purpose of enforcing or applying our Services Agreement and other agreements; or to protect the rights, property, or safety of Oriflame India Pvt. Ltd., our users, or others. This includes exchanging information with other Companies and organizations for fraud protection and credit risk reduction.

## **22. WITHDRAWAL OF CONSENT**

- (a) In case Oriflame India Pvt. Ltd. discloses your information to third parties with your prior consent, you have the right to give revoke consent for the use and storage of personal information, at any time. However, we will not be liable for any such information shared prior to the revocation of consent by you.
- (b) Any concerns regarding this policy or its application may be directed to the authorized officer in this behalf.

**Name and Address of authorized officer: Bertrand Rousseau at  
privacy@oriflame.com**

## **23. EXPECTATION OF PRIVACY**

- (a) The workstations, laptops, and user accounts given to Oriflame India Pvt. Ltd. employees, Brand Partners, contractors, agents, affiliates, and others are to enable them to perform their jobs in the most efficient and effective way possible. However, they should not have an expectation of privacy in the materials that are stored, hosted, created, sent, or received by them on Oriflame India Pvt. Ltd. computers, computer systems, computer networks, computer resources and communication devices. To the extent permitted by Information Technology Act and rules and regulations thereunder and any other law time being in force, Oriflame India Pvt. Ltd. authorized representative may examine all material stored on Oriflame India Pvt. Ltd. computers, computer systems, computer networks, computer resources and communication devices without prior notice, (some examples of situations may include investigation for a suspected breach of security, or for the prevention or detection of crime, and other legally permissible situations).

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## **24. MONITORING**

- (a) Subject to Information Technology Act and rules and regulations thereunder and any other law time being in force, Oriflame India Pvt. Ltd. may monitor any and all aspects of its computerized resources, including, but not limited to, websites visited by users of Oriflame India Pvt. Ltd. computers, computer systems, computer networks, computer resources and communication devices through Internet, monitoring chat groups and newsgroups, reviewing material downloaded from or uploaded to the Internet by Oriflame India Pvt. Ltd. employees, managements, contractors, agents, affiliates, subsidiaries and reviewing email sent and received by Oriflame India Pvt. Ltd. computer resources. Oriflame India Pvt. Ltd. may use automated monitoring software to monitor material created, stored, sent or received on Oriflame India Pvt. Ltd. computers, computer systems, computer networks, computer resources and communication devices to ensure that inappropriate material is not hosted, stored, uploaded and created on, or transmitted via Oriflame India Pvt. Ltd. computers, computer systems, computer networks, computer resources and communication devices, and that inappropriate use of Oriflame India Pvt. Ltd. computer systems and computer resources does not occur.

**25. RESERVATION OF RIGHT**

- (a) Oriflame India Pvt. Ltd. reserves the right to change our Data Collection policy in the context of the e-BPAF process/ data collected on profile page. If at any point we decide to use personal data in a manner different from that stated at the time it was collected, we will notify you via email or any other relevant manner 7 days prior to implementing the change. Your express consent will be needed before we use your personal data in a different manner.

- [Click here to refer SPO Branding Guidelines](#)
- [Click here to refer Digital Guidelines Handbook](#)
- [Click here to refer Success Plan](#)

# PERSONAL BEAUTY STORE

## TERMS AND CONDITIONS

### ABOUT THE PERSONAL BEAUTY STORE

The Personal Beauty Store (the “PBS”) provides you the opportunity to, among other things, prospect new customers online and to invite your VIP Customers to shop online. With the PBS you can qualify for benefits under multiple PBS Programs when VIP Customers purchase directly from Oriflame online.

A list of terms used in this agreement are set out in **clause 15**. The current PBS Programs are set out in clause 5.

#### 1. REGISTRATION

- a) These terms and conditions (the “**PBS Terms**”) form an agreement between Oriflame India Private Limited (registered in India and having its registered address at Ground Floor, M-10, South Extension, Part-II, New Delhi - 110049, India, (“**Oriflame**”, “**us**”) and you (“**you**”, the “**Brand Partner**”).
- b) If you wish, you can register for participation in any of the PBS Programs by using the related tools for generating a PBS Link and accepting these PBS Terms thereby indicating your express and unconditional acceptance to the terms hereof. You can then participate in the PBS Programs if you satisfy the eligibility criteria.
- c) The acceptance of these PBS Terms constitutes a legally binding and enforceable agreement between Oriflame and you in connection with the PBS. We therefore advise you to print and save a copy of these Terms and Conditions – such option is provided at the end of the document.
- d) These PBS Terms are separate, but in addition, to the terms, conditions and other policies you agree to by registering yourself as a Brand Partner with Oriflame (including without limitation Privacy Policy, Brand Partner Terms and Conditions, Code of Ethics & Rules of Conduct, Guarantee of Excellence Claims Policy, Negation Policy etc. and such other terms as may become applicable to you) (collectively, “**Brand Partner Terms**”). Therefore, You must comply with the terms of these PBS Terms and Brand Partner Terms (hereinafter collectively referred as “**Policies**”), and in the event of any inconsistency amongst the terms of the PBS Terms and the Brand Partner Terms, your Brand Partner Terms shall take priority.

#### 2. WHEN ARE YOU ELIGIBLE FOR PBS?

##### 2.1 General Eligibility Criteria for PBS Programs.

To be eligible to participate in any PBS Programs and qualify for the benefits of these Programs, you must meet the “**General Eligibility Criteria**”, as follows:

- a) You are, and will at all times remain, duly registered as an Oriflame Brand Partner; and
- b) You have no outstanding debt; and
- c) You have accepted and are in compliance with the Policies.

To qualify for the benefits of any PBS Program in any Catalogue Period, you must meet the General Eligibility Criteria for each Catalogue Period.

##### 2.2 Additional requirements to qualify for benefits under an PBS Program.

In addition to the General Eligibility Criteria, to qualify for the benefits under a PBS Program in a particular Catalogue Period you must also, in that Catalogue Period, comply with

th the requirements for the relevant PBS Program as described in clause 5.

### **3. ORIFLAME GENERAL OBLIGATIONS**

Oriflame will, in accordance with and subject to these PBS Terms, endeavor to:

- a) create, operate and maintain the PBS Pages;
- b) give you one or more PBS Links on the PBS Pages;
- c) give Potential Customers, and your VIP Customers who access the Oriflame website via your PBS Links, a limited right to access and use certain parts of the Oriflame website in accordance with Oriflame's standard terms of use and conditions, policies and procedures from time to time; and
- d) offer you the benefits of any PBS Program in accordance with PBS Terms and such other policies and procedures as may be communicated by Oriflame from time to time.

### **4. YOUR GENERAL OBLIGATIONS**

You will in accordance with and subject to these PBS Terms:

- a) share the PBS Link in your Content in order to link your Content to the Oriflame website; and
- b) give Oriflame the right to use your name and/or username on PBS Pages and in PBS Links.

### **5. PBS PROGRAMS.**

Oriflame currently offers three (3) different PBS Programs as outlined below.

#### **5.1 PBS PROGRAM ONE – Sponsored online customer– through PBS link**

##### **(a) Requirements**

For each Catalogue Period, to qualify for the benefits connected with this PBS Program you must comply with each of the following:

- (i) meet the General Eligibility Criteria.

If, in any catalogue period you fail to comply with eligibility criteria for this PBS Program, then for that Catalogue Period you will forfeit your right to receive PBS Program benefits and those benefits will be withheld until the requirements are met.

**(b) Process:** A Prospective Customer may get registered as an Oriflame VIP Customer and become linked to you, if:

- (i) A Prospective Customer enters the Oriflame website through your valid PBS Link and that PBS Link is the "last in time" (as defined below);
- (ii) the Prospective Customer registers as a VIP Customer before the expiration or deletion of the PBS Customer Cookie;
- (iii) the Prospective Customer allows PBS Customer Cookies to be saved on their computer or any other electronic device; and
- (iv) the Prospective Customer is not connected to another Oriflame Brand Partner.

**(c) Last in time principle:** A VIP Customer is linked to the Oriflame Brand Partner whose PBS link was last used by that Prospective Customer to go to the Oriflame website before they registered as a VIP Customer.

##### **(d) Benefits**

Your benefits for Qualifying Purchases made by a VIP Customer who is connected to you, are:

- (i) BP for all Qualifying Purchases are included in your total Personal BP; and
- (ii) BV for all Qualifying Purchases are included in your total Personal BV; and
- (iii) VIP Customer Bonus that is 15% of VIP Customer's BV purchases.

**5.2 PBS PROGRAM TWO – Drop-in online customer connected to allocated consultant**  
**(a) Requirements**

For each Catalogue Period, to qualify for the benefits connected with this PBS Program you must comply with each of the following:

- (i) meet the General Eligibility Criteria;

If, in any Catalogue Period you fail to comply with eligibility criteria for this PBS Program, then for that Catalogue Period you will forfeit your right to receive PBS Program benefits and those benefits will be withheld until the requirements are met.

**(b) Process – allocation of drop-in online customer:**

- (i) A Prospective Customer enters the Oriflame Website and commences the VIP Customer registration process and they do not have a PBS Customer Cookie saved on their computer or any other electronic device they use;
- (ii) For making a purchase, the Prospective Customer will be asked to register himself/herself as a VIP Customer;
- (iii) If the Prospecting Customer wishes to become a VIP Customer, he/she will be allocated to the nearest criteria in accordance with the Oriflame general criteria set forth in clause 5.4

**(c) Benefits:**

Your benefits for Qualifying Purchases made by a VIP Customer who is allocated to you, are:

- (i) BP for all qualifying purchases from second order are included in your total Personal BP; and
- (ii) BV for all qualifying purchases from second order are included in your total Personal BV; and
- (iii) VIP Customer Bonus for all Qualifying Purchases from the second order.

**5.3 PBS PROGRAM THREE -**  
**Customer Guest who does not wish to become a VIP Customer**

**(a) Requirements**

For each Catalogue Period, to qualify for the benefits connected with this PBS Program you must comply with each of the following:

- (i) meet the General Eligibility Criteria;
- (ii) You been an active Brand Partner by placing orders within current or last 2 Catalogue Periods - A Brand Partner is active in a Catalogue Period for the purposes of a PBS Program if (i) the Brand Partner has placed a 100 PBP order (including VIP Customers) in that period, and (ii) the Brand Partner has an active PBS (order (no minimum order) each catalogue); and
- (iii) Minimum 100 BP in each of last 3 catalogues



If, in any catalogue period you fail to comply with eligibility criteria for this PBS Program, then for that Catalogue Period you will forfeit your right to receive PBS Program benefits and those benefits will be lost and transferred to the benefits under PBS Program 3, shared by those qualifying on above requirements.

**(b) Process:**

- (i) During the registration process the Prospecting Customer will be asked to register as a VIP Customer
- (ii) If the Prospecting Customer does not wish to be registered as VIP Customer, he/she will be allocated to the "Guest Customer" group

**(c) Benefits:**

- (i) All BVs accrued from the Guest Customers Group are collected in a joint PBS account.
- (ii) Each Oriflame Brand Partner who meets requirements of 5.3 (a) will receive a proportionate equal part of the accumulated BV from the joint PBS account during such period.

**5.4 Allocation of benefits**

- (a) All benefits connected with Qualifying Purchases will be recorded in the relevant Catalogue Period in which the Qualifying Purchase was made.
- (b) Oriflame has sole discretion to determine how a VIP Customer should be allocated to a particular Oriflame Brand Partner (if any) and in which Catalogue Period a Qualifying Purchase was made.

**6. NO AGENCY AND NO AFFILIATION**

6.1 You acknowledge that you do not have authority to legally bind Oriflame in relation to any Potential Customers, VIP Customers, other users or anyone else and that you have not been appointed as the agent of Oriflame for any purpose.

6.2 You acknowledge that you do not have the authority to negotiate, buy, sell or generally conclude agreements or purchases in our name or on our behalf, neither assisting Oriflame in any negotiation process with Potential Customers, VIP Customers or any other third party. Any VIP Customers introduced by you will purchase from the Oriflame catalogue at the MRP prices published by Oriflame in that catalogue; they will select the goods for themselves and will place their orders direct and not through you.

6.3 You acknowledge that you cannot negotiate or change the conditions of the sales or the prices of the Products which matters are the exclusive right of Oriflame.

6.4 You must not make any representation or commitment to any person about Oriflame, Oriflame's website, PBS Pages or any of the products available to be bought on Oriflame's website.

6.5 Your identification and presentation of yourself to Potential Customers and VIP Customers shall not create uncertainty or as to your identity. In particular, you must not make any statements, whether in your Content or otherwise, that would give anyone the impression that you represent Oriflame in any capacity other than as an independent consultant or that would be in conflict of this clause 6.

## 7. CUSTOMER CONTACT AND PERSONAL DATA PROTECTION

### 7.1 Rules of Behaviour

- a) If permitted by your VIP Customer or any other third party you can contact such VIP Customer or third party with information and recommendations about products, complementary products or samples or to follow up on their purchases.
- b) We strongly advise you to refrain from contacting your VIP Customers or any third party regarding the Oriflame opportunity unless VIP Customer or third party has specifically asked for it.
- c) You should aim at responding promptly, as the situation may permit, to any enquiries from your VIP Customers or any third party regarding Oriflame, its operations, business including but not limited to PBS/PBS Programs, these PBS Terms, VIP Terms and Conditions etc.
- d) When addressed with VIP Customer's or any third party's question or request which you cannot or are unable to satisfactorily answer or if you are in anyway uncertain about the correct approach to address a VIP Customer's or third party's concern/query you should direct him/her to Oriflame Customer Service.
- e) We remind you that by being an Oriflame Brand Partner you have agreed to strictly adhere to the Policies and that any violation thereof may give us the grounds to terminate your registration to use the PBS, or your registration as an Oriflame Brand Partner.
- f) In your contacts with Potential Customers and VIP Customers you will only make such representations that are truthful, clear and understandable. Any claims about Oriflame products or related to Oriflame in any manner whatsoever, shall be in line with the claims authorised by Oriflame.
- g) During the time when you use any tool or website in connection with PBS Programs you will be solely responsible for maintaining the confidentiality of any accounts, password and other similar data that you may create, or may be required by us to create, and for restricting access to your computer or any other electronic device you use, and you agree to accept responsibility for all activities that occur under your account or password. We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.
- h) You are solely and fully liable for materials, links and generally any Content posted or published by you. Any such Content published is published at your own risk. Should Oriflame or its related companies incur any damage, penalty, loss, fee and generally owe payment due to the content published by you or should we be held liable in any way for such content, we will seek full compensation from you (including for loss of reputation).
- i) You are explicitly warned that you cannot in your Content which mentions Oriflame, the business opportunity, Oriflame products or is in connection with the use of PBS Links or tools:
  - i. make statements which are incompatible with law, abusive, hateful sexist, racist, prejudiced, or discriminatory on any grounds including ethnicity as well as promoting fear or violence;
  - ii. make statements recognized as generally not moral, false, or socially unsuitable, including for example by breaching the Oriflame Code of Ethics or Rules of Conduct, or advertising, promoting or informing about Oriflame competitors offers;
  - iii. include corrupted files, viruses or content or links that generally jeopardise the integrity, privacy and the ability to use any of our, or any websites;

- iv. make statements which are unrealistic or which are exaggerated claims and representations or claims and representations that may be generally misleading for the Potential Customers or VIP Customers and any third parties, whether related to the Oriflame, Oriflame products, our business opportunity and you.

## **7.2 Data protection rules**

- a) Once a VIP Customer is connected to you, you might be able to see certain personal data of such VIP Customer, e.g. name, email, detailed products list based on the orders, which may only be seen with the VIP Customer explicit consent; and
- b) We remind you of your responsibility to keep any and all VIP Customer's personal data strictly confidential and to protect it from unauthorised access, disclosure or from corruption or loss;
- c) We also remind you of your limited right to use and process the VIP Customer personal data only for the purposes of the PBS, as provided in these PBS Terms. Any other use of the VIP Customer personal data is considered unauthorised and is prohibited and shall give Oriflame the right to forthwith terminate your membership as Oriflame's Brand Partner;
- d) We also remind you of your general acceptance to comply with all the requirements of the applicable law regarding the VIP Customer's personal data;
- e) We remind you of the protection of personal data rules contained in the Policies.

## **8. INTELLECTUAL PROPERTY**

You agree that Oriflame and its licensors own all intellectual property rights in the Oriflame Products, Oriflame website, PBS Pages, and any part thereof including without limitation software or digital code, scripts, text, artworks, photographs, graphics, logos, button icons, still or moving images, video and audio clips and data compilations is the property of Oriflame, its content suppliers or other respective owners who may or may not be affiliated with, connected to, or sponsored by Oriflame. . Except as expressly stated, these PBS Terms does not grant you any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses belonging to Oriflame. All such rights are reserved with Oriflame, its affiliates/group companies or its licensors.

## **9. UPGRADES, CONTENT USE LIMITATIONS**

9.1 Oriflame reserves the right to automatically update, upgrade and generally change any of the PBS Pages or PBS Links, including their content and layout (the "**Upgrades**"). Such Upgrades may also apply to product information, promotional items and the like.

9.2 Oriflame may send you alerts, notifications, e-mail, regular mails and generally communicate with you in any acceptable way the introduction of the Upgrades.

9.3 The Upgrades will be considered accepted if you continue to use the PBS tools and participate in PBS Programs after the Upgrades have been implemented. Oriflame has sole discretion to determine the content and layout of the Oriflame website and PBS Pages. Your only remedy in case of nonacceptance of any Upgrade is to stop participating in PBS Programs and terminate these PBS Terms.

## **10. TERMINATION**

10.1 We may determine your compliance with these PBS Terms at any time in our sole discretion.

10.2 Any violation of the PBS Terms may result in restrictions or cancellation, including immediate cancellation, of your eligibility to participate in all or some of the PBS Programs.

10.3 Any violation of the Policies will result in immediate termination of your eligibility to participate in all or some of the PBS Programs.

10.4 We take consumer and privacy protection very seriously. Any violations of the data protection and privacy protection rules, whether stemming from breach of our Policies or from applicable law will lead to immediate termination of your eligibility to participate in all the PBS Programs.

10.5 Upon termination of your eligibility to participate in PBS Programs for whatever reason, or upon our demand, you must destroy all PBS related materials and remove all Content which include PBS Links.

10.6 You may at any time resign your PBS registration. You can do that by sending an e-mail to our Customer Service.

## **11. ERRORS AND CORRECTIONS, SUPPORT**

11.1 While we use reasonable efforts to include accurate and current information on the Oriflame website and PBS Pages, we do not warrant or represent that these will be error-free. Data entry errors or other technical problems may sometimes result in inaccurate information being shown.

We reserve the right to correct any inaccuracies or typographical errors in the Oriflame websites or PBS Pages, including pricing and availability of products and services, and shall have no liability for such errors. We may also make improvements and/ or changes to the Oriflame websites or PBS Pages features, functionality, or content at any time. If you see any information or description you believe to be incorrect, please contact our Customer Service.

11.2 Oriflame expressly disclaims all warranties with respect to the functionality of the Oriflame websites, PBS Links or PBS Pages, whether express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. In no event shall we be liable to you for any damages whatsoever, including any claim of loss of sales or any other direct, indirect, special or consequential damages, arising out of or in connection with your use of the PBS Links or related tools or any hyperlinked site, even if we have been advised of the possibility of such damages.

11.3 We provide technical support and maintenance for the use of PBS Links and we will try to assist you, as may be applicable and within our limitation, with solving certain technical problems that may arise during your use of the PBS Links.

## **12. LIMITED WARRANTY.**

12.1 Oriflame does not make any warranty about the availability or uptime of PBS Programs and Oriflame's websites including the PBS Pages or that they will result in any particular level of income or other benefits to Brand Partner.

12.2 We reserve the right to update and amend these PBS Terms, including removing, suspending or amending any PBS Programs, PBS Links and/or PBS Pages or add new PBS Programs at any time and at our sole discretion. Any change or update will become binding from the moment of its publication on our website <https://in.oriflame.com/>.

12.3 Any such changes will be considered accepted if you continue to participate in a PBS Program after the changes have been implemented. Your only remedy in case of non-acceptance of any change is to stop using the PBS Programs and PBS Links and terminate this agreement.

## **13. DISPUTES AND APPLICABLE LAW.**

13.1 These PBS Terms are governed by and shall be construed in accordance with the law

s of India.

13.2 Any disputes arising out of or in connection with these PBS Terms shall be resolved in accordance with the dispute resolution provisions in the Brand Partner Terms and Conditions.

#### 14. MISCELLANEOUS.

14.1 You cannot assign or transfer this agreement. Oriflame can assign or transfer all or part of the agreement to a related company.

14.2 Oriflame is not responsible for blocking by administrators of mail servers transmitting messages/ notifications to your e-mail address or for removing or blocking of e-mails by software installed on your computer or any other electronic device you use.

14.3 If any of these PBS Terms shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining PBS Terms.

14.4 No waiver of any of these PBS Terms shall be of any force or effect unless made in writing and signed by a duly authorized officer of Oriflame.

14.5 Each provision of these PBS Terms shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.

14.6 The Policies constitute the entire agreement between you and us pertaining to the subject matter and supersede all prior or other arrangements, understandings, negotiations and discussions, whether oral or written.

#### 15. DEFINITIONS.

The terms used in these PBS Terms have the following meanings:

**BP:** Bonus Points are assigned to every individual item based on its price. Higher priced products and sets have more Bonus Points. Bonus Points are used to define your progress such as for title qualifications, activity level, etc. BP is a measurement to ensure that the plan brings equal opportunity for everybody and helps to protect from market fluctuation in currencies/prices.

**BV:** Business Volume is a monetary value of products and a base for all your earnings. The amount of your bonuses will be calculated as a percentage of total BV

**PBP:** are the total sum of all BP accumulated by you and all your VIP Customers in any Catalogue Period.

**VIP Customer Bonus:** mean the compensation for introductory services provided to Consultants under the Success Plan in respect of the sales made by Oriflame to their VIP Customers

**Online Customer:** any Potential Customer, or existing VIP Customer

**Purchase Content/Content:** is the content and media created and published by you anywhere including on websites, blogs, web chats and social media.

**PBS Customer Cookie:** is a data cookie saved by Oriflame on a Potential Customer's computer or any other electronic device after they click on a PBS Link. The PBS Customer Cookie is automatically deleted if the Potential Customer registers as a PBS Customer or after a maximum of 30 days

**PBS Link:** is a unique hypertext transfer protocol link (i.e. web link) provided to you by Oriflame which when clicked on by a Potential Customer will identify that the Potential Customer has entered the Oriflame website through your PBS Link.

**PBS Pages:** a page on the Oriflame website which may be accessed by Potential Customer and/or VIP Customers.

**PBS Programs:** are the sales programs run by Oriflame where you can qualify for benefits.

**Potential Customer:** a person who visits the Oriflame Website but who has not completed custo

mer registration with Oriflame.

**Qualifying Purchases:** a Qualifying Purchase is the purchase of products by your Customers or VIP Customers directly from Oriflame which is confirmed by Oriflame as approved. Oriflame has sole discretion to determine whether a purchase by your Customer or a VIP Customer is a Qualifying Purchase.

**VIP Customer:** A person that signs up without a registration fee with an intention to buy Oriflame products online and registers as a VIP Customer.

**Catalogue Period:** the period indicated on the cover of each Oriflame Catalogue during which the offers from a given Oriflame Catalogue are valid.

## **CONTACT US**

If you have any concerns about the Oriflame website or these PBS Terms, please send us an e-mail to [ICC1@oriflame.com](mailto:ICC1@oriflame.com) or [ICC2@oriflame.com](mailto:ICC2@oriflame.com) or call us on 011-40409000 & 011-66259000.

**By launching a Personal Beauty Store, you hereby confirm that you have read, understood and accept these Terms and Conditions.**