

**CONSULTANT APPLICATION FORM (“CAF”)**

Please complete the information below using uppercase and checking the appropriate boxes.

**SPONSOR INFORMATION**

Name, Middle Name and Surname/Last Name: \_\_\_\_\_

Consultant Number: \_\_\_\_\_

Declaration by Sponsor: I/we hereby confirm and agree that I/we personally explained the Consultant filling this CAF about Oriflame business opportunities including compensation plan and policies as prescribed in the Terms (overleaf) and Success Plan, basis on which he/she is willing to become Oriflame Consultant.

Sponsor’s Signature: \_\_\_\_\_

**CONSULTANT PERSONAL INFORMATION**

Name, Middle Name and Surname/Last Name: \_\_\_\_\_ Sex:  F  M

Mobile Number: \_\_\_\_\_

Date of Birth (DD/MM/YY): \_\_\_\_\_ Home Number: \_\_\_\_\_

PAN: \_\_\_\_\_ Business Number: \_\_\_\_\_

Nominee Full Name and Relation: \_\_\_\_\_ E-mail: \_\_\_\_\_

**DELIVERY ADDRESS AND CORRESPONDENCE**

Home Address: \_\_\_\_\_ Office Address (if any): \_\_\_\_\_

City: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ State: \_\_\_\_\_

PIN Code: \_\_\_\_\_ PIN Code: \_\_\_\_\_

**BANK DETAILS**

Name of the Bank: \_\_\_\_\_

Branch: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Account Number: \_\_\_\_\_ IFSC Code: \_\_\_\_\_

By signing this CAF I hereby agree to become a Consultant of Oriflame India Pvt. Ltd. (hereinafter “Oriflame”), subject to the consent of the latter.

I confirm the accuracy of the data mentioned above and agree to inform Oriflame of any changes thereto without undue delay.

I confirm that I have read the Terms and Conditions of CAF (overleaf), and I undertake to respect them without reservation; violations of these Terms and Conditions may result in penalties as may be imposed by Oriflame including but not limited to immediate termination of membership.

I understand that the personal data submitted by me in this CAF may be used by Oriflame and any member of the Oriflame Group and by Oriflame third party contractors including other Oriflame Consultants (“Authorized Parties”), within and outside the territory of India, to process my orders for Oriflame Products, to administer my membership and for statistical purposes to which I expressly consent.

I hereby expressly consent to Oriflame and Oriflame Group for sending me promotional and marketing information / offers by E-mail, SMS, etc., on my mobile phone/E-mail ID. I understand that I may at any time opt out of receiving any such update by SMS or E-mail etc., by sending an E-mail to contactcenter.india@oriflame.com.

I hereby agree and confirm that I have read and understood the Terms (overleaf), Code of Ethics and Rules of Conduct, Oriflame Privacy Policy, Guarantee of Excellence Claims Policy & Negation Policy, and I have been made aware of the Oriflame business opportunity as described in the Success Plan/ Oriflame Brochure.

**Original of this form shall be retained by Oriflame; Green copy should be retained by the Consultant for records. You may be asked to furnish a copy of the CAF from time to time by Oriflame.**

Consultant Signature

# TERMS AND CONDITIONS

This Consultant Agreement between the Oriflame Consultant ("you", "the Consultant") and Oriflame India Pvt. Ltd. ("Oriflame", "us", "we", "our"), a company registered under the Companies Act, 1956 with its registered office at Ground Floor, Corporate One, Plot No.5, NHCC, Jasola, New Delhi - 110076 & CIN No. U74899DL1994PTC061083 is entered into in consideration of the mutual promises and commitments contained herein and these Terms & Conditions and any and all documents referred to in them (the "Terms") stipulate the Oriflame rules, principles and rights & obligations for Consultants and constitute, when you accept them, a binding agreement between Oriflame and you. We therefore advise you to print or save and retain a copy of these Terms.

We reserve the right to revise these Terms. The date of the latest update may be found at the end of the Terms. We will inform you of such changes as explained in these Terms on your registered email. You are responsible for keeping yourself up to date with any such changes.

## 1. DEFINITIONS

The following definitions are used throughout these Terms:

- If you mean the Consultant Application Form that is required to be signed for becoming a Consultant;
- Code of Ethics and Rules of Conduct: the set of binding rules, constituting part of the Oriflame Success Plan, Oriflame Brochure governing the behaviour of the Consultants towards Oriflame, towards Customers and towards other Oriflame Consultants;
- Customer: any natural person, who purchases Oriflame Products through a registered Consultant and who, while doing so is acting wholly or mainly outside his/her trade, business, craft or profession;
- Group: shall refer to the entire downline, including 21% Consultants and their downline;
- Oriflame Catalogue, Catalogue: a paper or electronic brochure issued periodically by Oriflame that includes Oriflame Product offers and their retail prices;
- Catalogue Period: the period indicated on the cover of each Catalogue during which the offers from a given Oriflame Catalogue are valid;
- Oriflame Group, Oriflame, its ultimate holding company, and any entity that is controlled directly or indirectly by the ultimate holding company;
- Oriflame Products, Products: cosmetics and the related accessories as well as dietary supplements offered for sale under the Oriflame Trademarks; the Catalogue describes the Products' main characteristics;
- Oriflame Literature: shall mean the Success Plan (containing the Policy Manual), The Consultant's Manual, Code of Ethics and Rules of Conduct, the Product Catalogue, the Product Guide, the bimonthly Newsletter (Interface), Oriflame Brochure and any other literature(s) printed by Oriflame;
- Oriflame Success Plan: shall mean the document explaining the business opportunity with Oriflame. It helps you to create your own business through selling Oriflame quality products and offer the business opportunity to others;
- Oriflame Brochure: it is a concise, easier and existent document/Version of Success Plan; the document explaining business opportunity that Oriflame offers;
- Oriflame Trademarks: the name Oriflame, the Oriflame logo and the names of the products or the product ranges produced, marketed, sold or distributed by us;
- Prices: the prices of the Oriflame Products set by Oriflame and displayed on the price lists valid at the time of placing of the purchase order;
- Territory: shall mean India;
- Personal Data: the details provided by you upon your registration as a Consultant with Oriflame as well as any additional information about you that you may provide us with from time to time;

## 2. REGISTRATION AND MEMBERSHIP

- You will be registered as an Oriflame Consultant after we have accepted your application and have granted you a unique Consultant Number. The conditions of your acceptance as an Oriflame Consultant are stipulated in the Membership Rules section of the Code of Ethics and Rules of Conduct.
- We may charge one time fee for a starter/business kit, a set of documents and manuals helping to start your association with us which will be billed on your first purchase invoice.
- An applicant must be at least 18 years of age to be a Consultant.
- Both you and Oriflame may at any time terminate your membership as stipulated further in the Terms.
- Your membership will expire immediately after 5 years from the date of last order placed.
- The membership is personal to you and cannot be assigned or transferred to any other person without our prior written consent and as provided in Code of Ethics and Rules of Conduct.
- Upon your registration:
  - You will be entitled to buy Oriflame Products in accordance with these Terms as well as use the other benefits set out in the Oriflame Success Plan;
  - You will be obliged to adhere strictly to the rules of these Terms including the rules of any documents referred to in them.

## 3. RIGHT OF WITHDRAWAL (COOLING OFF) AND EFFECTS OF THE MEMBERSHIP RESIGNATION

- You can at any time resign your membership by sending us a written notice of same.
- If you resign within 14 days from the date of your registration we will refund you all fees and costs and will accept the return of all Products bought by you. For reasons of safety and hygiene we may refuse to accept Products that have been unsealed or not in sealable condition.
- If you resign at any later time except in case of violation of the Terms, upon your request, we will reimburse all Products from you, subject to the following conditions:
  - returns must be made within 1 month from date of purchase, and will be refunded at 90% of the original net price paid after deduction of any payment we have made to you in relation to the purchase of these Products; and
  - the returned Products must be marketable, meaning that they have not been used, opened or tampered with in any way; they have not passed the expiry date and they are still featured in our Catalogues.
- You agree to have read and understood and shall abide by the **Code of Ethics and Rules of Conduct, the Privacy Policy, Negotiation Policy, Guarantee of Excellence Claims Policy and Success Plan** as provided on [www.Oriflame.co.in](http://www.Oriflame.co.in).
- Consent to subscribe to the **Consultant Online Policy & Social Media Dialogue - 10 Golden Rules** as prescribed in Success Plan.

## A. PLACING AN ORDER

- You may place orders from the Catalogue by selecting the Products you wish to buy. Placing of the order is considered to be an offer made by you to us to buy the selected Products.
- An order is considered to be placed when the following steps have been completed:
  - if ordering by telephone, you have told our customer services employee which Products you wish to purchase which has selected them for you; or
  - if ordering online, you have selected the Products you wish to purchase by using the option "add to shopping cart"; you may at any time review and modify the content of the shopping cart by changing the quantity of Products, deleting Products or removing the entire content of the shopping cart;
- You have provided the Personal Data necessary to allow delivery and have accepted that we can use this data for the purposes set out in our Privacy Policy; and
- you have selected your preferred method of delivery and payment.
- Once your online order is placed, it cannot be changed via the website; you will need to contact Customer Services at 011-40490000 or 011-66259000.
- When we have accepted your order, an order confirmation will be sent to you by e-mail at which point the purchase contract will come into existence. We may refuse to accept your order without stating a reason for rejection. We will refund in full any payment you have already made.
- In addition to the order confirmation you will receive details of your Products shipped to you and all other necessary information.
- If you order online, please note the following:
  - the concluded contract will not be filed or accessible; the parts of the contract will be your order and the Terms on the site (which may be saved or printed) or as may be communicated by us using other means of communication;
- 5.6.2 the contract may only be concluded in English and not in any other languages;
- 5.6.3 Oriflame subscribes to the codes of conduct set out in clause 10 of the Terms.
- 5.6.5 Orders completed and paid for cannot be cancelled by you, except as described in clause 6.
- 5.8 Orders can be placed at any time during the day save for certain limited unavailability at Catalogue Period closing when we update the Catalogue.
- 5.9 Not all Products will be available all times. If a Product is out of stock at the time you place your order, we will use reasonable endeavours to inform you before your order is finalized so that you can change or abandon the order.
- 5.10 The Catalogue may occasionally, and for limited periods of time, not be available due to maintenance or for various technical reasons. Oriflame will not be responsible for such unavailability and will reject any claims thereof by Customers or by other visitors.
- 5.11 For details on how to place order, make payment, delivery and related information please visit the Customer Service section on our website [www.Oriflame.co.in](http://www.Oriflame.co.in)

## B. PRICES AND PAYMENT

- We may exceptionally allow you to place orders for others by using a specific online tool. This will only be possible for your downline consultants (except in case of SPO order), as explained in the Oriflame Success Plan, and only based on their explicit authorisation. If you use this tool you will be solely responsible for any claims based on unauthorised ordering and generally any privacy violations as well as for any costs and expenses that Oriflame or the person you have placed the order for may incur in relation to this order.
- 5.13 Except where noted otherwise, the Prices of the Products displayed in the Catalogue represent the full retail price for the Products at the moment the order is placed. All Prices are shown in local currency and are inclusive of all applicable taxes.
- 5.14 We reserve the right to change the Prices at any time and in our sole discretion, but not change the Prices of Products you select before placing your order which do not form part of the contract between us unless you and we expressly agree that it will.
- 5.15 The Prices do not include the costs of transport, delivery and any other fees and charges that are clearly indicated as being additional charges to the price during the ordering process and that may vary depending on the delivery method chosen by you.
- 5.16 The Prices may be discounted by us from time to time. Further discount may be provided to you in accordance with the Oriflame Success Plan. These may not always be indicated on your purchase invoices. You can always address any inquiries about Price calculations to Customer Services at [contactcenterindia@oriflame.com](mailto:contactcenterindia@oriflame.com).
- 5.17 Payments can be made by credit card, by bank transfer or by other means specified in this Policy or the modes provided under the Payment section under Customer Support available at the website [www.Oriflame.co.in](http://www.Oriflame.co.in). Most of major payment cards are accepted.
- 5.18 For the purposes of payment collection, we cooperate with various third party service providers to receive invoices and communication about the payment from this external service provider. As a rule, all guarantee credit and personal credit orders must be paid within 21 days according to the instructions noted therein or such

- number of days as may be prescribed from time to time. Late payments interest may be charged on a daily basis at the prevailing Territorial Central Bank interest rate as well as the reasonable Commercial rate under the Code of Ethics and Rules of Conduct.
  - 5.19 For further information about payment methods including any possible credit terms please contact Customer Services at 011-40490000 or 011-66259000
  - 5.20 For the safety of online payments made with a card, all payment information is encrypted. As Oriflame works with authorized payment service providers, credit card information is handled properly and in accordance with applicable laws.
  - 5.21 For information related to payment mode and methods please visit the Customer Service section on our website [www.Oriflame.co.in](http://www.Oriflame.co.in)
- ### C. DELIVERY AND TRANSFER OF RISK
- 5.22 The ordered Products can only be delivered within the Territory.
  - 5.23 The place of delivery of the Products will be as provided by you at the time of placing the order or as updated in Oriflame records from time to time.
  - 5.24 We will process and deliver your order as quickly as possible but no later than timelines provided clearly in the Oriflame Success Plan under the Order section in Customer Service on Oriflame website after the order has been confirmed by us. We shall not be liable for delays in delivery caused by circumstances beyond our control.
  - 5.25 The risk of loss of Products and title to the Products will pass to you upon delivery of the Products.
  - 5.26 Oriflame will not be responsible for non-delivery, wrong or late delivery of an order caused by the provision by you of incorrect or incomplete Personal Data.
  - 5.27 We do not accept any liability for any delay by you at any time if we reasonably suspect that you are in breach of any of the Terms.

### D. CONFORMITY OF OUR PRODUCTS

- 5.28 We warrant that the Oriflame Products are manufactured in accordance with the best standards for good manufacturing practices and the Oriflame code of practice.

### 6. RIGHT TO CANCEL ORDERS

- 6.1 Upon receipt of the delivery, you should check its content to make sure that it does not contain any Products that might have been damaged during transportation. You, or the person receiving the Products in your name, must notify Customer Services immediately by submitting a claim and describing the damage/defect under the Guarantee of Excellence Claims Policy available on our website [www.Oriflame.co.in](http://www.Oriflame.co.in) after you login.

### RIGHTS OF RETURN AND REFUND

- 6.2 You may cancel an order for Product(s) without giving any reason within 30 days from the date of purchase in the following manner: This means that within a period of 30 days from date of purchase and subject to the Guarantee of Excellence Claims Policy and Negotiation Policy, if you for any reason decide, you do not want to keep a Product, you can notify us of your decision to cancel the order and receive a refund.
- 6.3 You may cancel an order at any time even after you have received the order confirmation by e-mail or after your order has been verbally accepted by Customer Services but no later than 30 days from the day you receive physical possession of the Product or the last of the Products if you ordered more than one.
- 6.4 To cancel an order, please contact Customer Services by telephone on 011-40490000 or 011-66259000 or e-mail us at [contactcenterindia@oriflame.com](mailto:contactcenterindia@oriflame.com). You just need to exercise your right to cancel before the cancellation period has expired. Therefore if you send your cancellation request by e-mail or by post, then your cancellation is effective from the date you sent us the e-mail. If you call to notify us of your cancellation, then your cancellation is effective from the date you telephone us.
- 6.5 You will receive a full refund of the Price you paid for the Products (except for the supplementary costs arising if you choose a type of delivery other than the least expensive type of standard delivery offered by us). We may make a deduction from the refund for loss in value of any Products supplied, if the loss is the result of unnecessary handling by you. You are only liable for any diminished value of the Products resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Products. We will process the refund due to you as soon as possible and, in any case, within (a) 45 calendar days after the day we receive back from you any Products supplied, (b) if no Products were supplied, 30 calendar days after the day on which you gave us notice of cancellation.
- 6.6 If you have returned the Products to us because they are faulty or mis-described, we will refund the price of a defective Product in full, any applicable delivery charges, and any reasonable costs you incur in returning the item to us (please refer to Guarantee of Excellence Claims Policy on Oriflame website for process).
- 6.7 We refund you in your account with Oriflame or your bank account or as cash as per your convenience; in any event, you will not incur any fees as a result of the refund.
- 6.8 If the Products were delivered to you:
  - 6.8.1 you must return the Products to us without undue delay and in any event not later than 14 days after the day on which you cancel the order/contract. The deadline is met if you send back the Products before the period of 14 days has expired;
  - 6.8.2 unless the Products are faulty, you will be responsible for the direct cost of returning the Products to us; and
  - 6.8.3 you have a legal obligation to keep the Products in your possession and to take reasonable care of them until they are in your possession.
- 6.9 We further guarantee the quality of any Product which carries the Oriflame name and certify that they are manufactured by, or for us, meet the highest standards of quality. We are confident that our Customers will find our Products satisfactory in every way. We therefore offer a further Oriflame guarantee that allows you to exchange, or get a full refund for any Product you are not completely satisfied with. The refund shall be claimed within 30 days from your receipt of the Product. This guarantee does not apply to any Product that is faulty or mis-described. Returns and refunds under this clause shall be made in accordance with the terms of the preceding paragraphs of this clause 6.

### 7. OBLIGATIONS OF THE ORIFLAME SALES CONSULTANT

- 7.1 You agree to present, promote 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/e-commerce website, whether in India or abroad.
- 7.2 Consultants buy and may sell the Oriflame Products in their own name and on their own account. Should you choose to trade with the Oriflame Products you will be considered, and shall at all times act as an independent person (self-employed/sole trader) and not as an Oriflame agent or employee and working on principal to principal basis. You shall not have any authority to negotiate, buy, sell or generally conclude any agreements in our name or on our behalf or in the name and on behalf of any other company in the Oriflame Group.
- 7.3 Should you choose to trade with the Oriflame Products you must obtain for yourself all permits, licenses, and generally make any and all registrations required under the relevant laws of the Territory for the performance of an independent business practice, including any data protection registration and tax registration. You are solely responsible for the reporting and payment of any taxes, duties and fees applicable to such activity. You are solely responsible for all legal aspects of all aspects of your Customers' personal data complex in all respects with national data protection and privacy laws.
- 7.4 We allow the return and exchange of Products as described in the Terms for your Customers as well as for you. You acknowledge that it is your responsibility to inform your Customers of their right to return the Products, and you shall make any return of Products to us on their behalf.
- 7.5 You shall uphold the image and reputation of Oriflame. You shall not make any statements, nor perform any acts, which might be detrimental to the image of Oriflame or the Products. You shall operate your business in a lawful and ethical manner and not make any false, misleading or exaggerated claims about the Products.
- 7.6 You acknowledge that the Oriflame Trademarks, our trade name and logo are the property of Oriflame and you agree not to infringe them in any way. For avoidance of doubt, all goodwill in the Oriflame name accrues to Oriflame. At our request you will sign such documents as may be reasonably required to protect our Customers' personal data complex in all respects with national data protection and privacy laws.
- 7.7 When presenting the Oriflame Products, you will strictly observe the Code of Ethics and Rules of Conduct.
- 7.8 You must also ask Customers expressly whether or not they wish to receive commercial communications about Oriflame products from you, keep a record of their marketing preferences and respect those preferences.
- 7.9 We explicitly disclaim any liability for any penalties, costs, fees and generally any expenses that you may incur as the result of any breach of applicable data protection and privacy laws.
- 7.10 If you wish to sponsor a Customer to become a Consultant you may collect certain personal information directly from the Customer. You must strictly follow our procedures for sponsorship from time to time. You will have the limited right to process that Customer's personal information only for the purposes of forwarding the personal information to Oriflame and of sending it to the Customer commercial communications (i.e. communications designed to promote, directly or indirectly, the goods, services or image of a company) subject to certain conditions as described below.
- 7.11 Our online tools may allow you to use a Customer's personal information to send commercial communications, strictly subject to the following conditions:
  - you must have sponsored the Customer to become a Consultant, unless otherwise expressly agreed;
  - such commercial communications concern only Oriflame Products;
  - the commercial communication shall be clearly identifiable as such;
  - the communication includes your name and contact details as the sender of the commercial communication and a valid email address at which Customers can reach you to notify you of their preference to opt out of further commercial communications;
  - commercial communications must not be sent to Customers that have opted out of receiving them;
  - promotional offers, such as discounts, premiums and gifts, where permitted by applicable law, shall be clearly identifiable as such; and the conditions which are to be met to qualify for them shall be easily accessible and be presented clearly and unambiguously; and
  - the content of such commercial communications is compliant with these Terms and all applicable law regarding commercial communications.
- 7.12 Under no circumstances are you permitted to send commercial communications on behalf of Oriflame or in Oriflame name.
- 7.13 You expressly agree to share your personal data with Oriflame and the Oriflame Group

- for purpose of performance of Oriflame's obligation under the Agreement
- 7.14 **TRADE DISCOUNT:** As a Consultant you agree to the following:
  - 7.14.1 For each product, Oriflame promotes purchases of Oriflame product. Oriflame shall give each consultant who qualifies (under Oriflame rules set out in the Success Plan) a trade discount based only on the volume of purchases from Oriflame in each month
  - 7.14.2 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 consultant if there is any outstanding in the Group in respect of any period beyond the credit period for any 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.
  - 7.14.3 That if you are granted a trade discount under clause 7.14.1 above, you agree and authorize Oriflame to reallocate a portion out of such discount to other consultants within the Group according to the Success Plan, and hereby further assigns all right, title and interest in such discount to such other Consultant who may be so entitled.

### 7.15 ORIFLAME OBLIGATIONS

- 7.15.1 We will deliver any Products ordered by you subject to availability.
  - 7.15.2 We expressly exclude any liability related to Product shortage or Products being out-of-stock.
  - 7.15.3 You will receive, directly by us or by another Oriflame entity or third party provider, any benefits/ payments due to you in accordance with the Oriflame Success Plan currently in force.
- ### 8. TERMINATION
- 8.1 We may terminate your membership with immediate effect by notice in any of the following circumstances:
    - if you make any statement or provide any Personal Data that is materially inaccurate or untrue;
    - if a petition for your bankruptcy is presented to any court or if you are unable to pay your debts to us as such discount to such other Consultant who may be so entitled;
    - if you commit a breach of any of the provisions of the Terms that is not capable of remedy or in case of a breach of any of the provisions of the Code of Ethics and the Rules of Conduct;
    - if you commit a breach of any of the provisions of the Terms, including the documents referred to herein and fail to explain to our satisfaction or in case of breach capable of remedy, to remedy that breach within 30 days after receipt of a written notice from us.
  - 8.2 Your registration with Oriflame will expire if you have not placed an order for a consecutive period of 5 years.
  - 8.3 Oriflame shall have the right to stop your cash award/ PDI/ bonus including other benefits of membership with immediate effect in the event you are found violating the Terms.

### 9. COMPLAINT HANDLING

The Company has a robust system for handling any complaints. All complaints may be directed to the Oriflame Customer Services at [contactcenterindia@oriflame.com](mailto:contactcenterindia@oriflame.com) or our helpline 011-40490000 or 011-66259000. It is clarified that Oriflame has a redressal mechanism for handling complaints related to breach of the Terms, handled by COE Committee headed by designated officers of the Company.

### 10. CODE OF CONDUCT

Oriflame strictly adheres to the Code of Conduct of IDSA and the World Federation of Professional Sellers (WFPSA) ([www.wfpsa.org/files/world-codes-of-conduct-book.pdf](http://www.wfpsa.org/files/world-codes-of-conduct-book.pdf)). Oriflame requires its Consultants to strictly adhere to these codes as further implemented in the Oriflame Code of Ethics and Rules of Conduct.

### 11. ERRORS AND CORRECTIONS

While we use reasonable efforts to include accurate and current information on this website, we do not warrant or represent that the website 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 on our site, 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 site's features, functionality, or content at any time. If you see any information or description you believe to be incorrect, please contact Customer Services.

### 12. LINKS

We may provide links to third party websites or resources. Our provision of such links is not an endorsement of any information, product or service reached through such link. We are not responsible for the content or performance of any portion of the internet including other websites to which this site may be linked for or that can be accessed by this site. Please inform us of any errors or inappropriate material found on websites to which this site is linked.

### 13. GENERAL PROVISIONS

- 13.1 These Terms are governed by the laws of the Territory and any disputes arising out of, or in connection with the Terms shall be submitted to binding arbitration and shall be referred to sole arbitrator appointed in accordance with the applicable law. The venue of such arbitration shall be at New Delhi and the award of the Arbitrator shall be final and binding on all parties. The Court of New Delhi shall have jurisdiction in relation to this Arbitration and any award arising therefrom.
- 13.2 If any provision of the Terms is held to be unlawful, void or for any reason whatsoever unenforceable, the invalidity of that provision shall not affect the validity of the rest of the Terms.
- 13.3 The failure of Oriflame to enforce any of the provisions herein shall not be deemed a waiver of their enforceability.
- 13.4 We reserve the right to update and amend these Terms. Any change or update will become effective from the moment of its publication on our website [www.oriflame.co.in](http://www.oriflame.co.in). Any such changes will be considered accepted if you continue to order Products after the changes have been implemented.
- 13.5 Unless you opt otherwise we may send you alerts, notifications, e-mail, direct mail and generally communicate with you. You can update your preferences for marketing communications from us at any time by logging into your user settings. By accepting these Terms you agree that Oriflame will send you any other information/ communications regarding your contract and/ or your purchase orders on durable medium other than paper (i.e. via e-mail or any other means addressed personally to you that allow you to store the information in a way accessible for future reference for a long enough period and that also allows you the unchanged reproduction of such information).
- 13.6 The notice period for any notice given under these Terms shall start on the date that the notice is received by the registered post. If notice is given by any other means, the notice period shall start running on the day of receipt of the notice. This does not apply to informing us of returns under Guarantee of Excellence Claims Policy and otherwise stated in the Terms, the time period for returns runs from the date you inform us that you wish to return the Product.

### 14. PRIVACY POLICY

- 14.1 When you register as a Consultant, you expressly agree that Oriflame, the Oriflame Group and its authorised third parties (i.e. Consultants, third party suppliers and third party service providers) may store, use and process (including through automatic means) your Personal Data. We do so to comply with our obligations to you under these Terms as well.
- 14.2 We undertake to keep all Personal Data confidential and secure (although we reserve the right to disclose Personal Data in the circumstances set out below). We will keep it on a secure server and we will fully comply with all applicable data protection and consumer legislation from time to time in place.
- 14.3 We confirm that any Personal Data which you provide to us and any information from which we can identify you ("User Information"), is held and used in accordance with our Privacy Policy and for purposes herein described, especially the following:
  - for processing your orders;
  - for statistical or survey purposes to improve our sites, on-line tools and our services to you;
  - for serving website content and advertisements to you;
  - for administering of our sites;
  - for communicating with you including sending you any marketing material you have not opted out of receiving.
- 14.4 When we provide your Personal Data to authorised third parties we will provide only such Personal Data that is necessary for them to perform their services under clause 14.1. All authorised third parties are explicitly prohibited from using any Personal Data for any other purposes and from sharing any Personal Data with anyone other than us or as may be required by law.
- 14.5 You should be aware that if we are requested by the police or any other regulatory or government authority investigating suspected illegal activities to provide your Personal Data and /or User Information, we are entitled to do so.
- 14.6 You are entitled to inspect your Personal Data at any time. You can update your Personal Data by contacting Customer Services.
- 14.7 If you have been registered as an Oriflame Consultant before, when you register on this site you also accept that some of your Personal Data may be transferred from the Oriflame entity you have been originally registered with to Oriflame India Private Limited. We may transfer any Personal Data provided by you, such as, without limitation: your consultant number, name, address, telephone number, e-mail address as well as information about your marketing material you wish to receive from us.
- 14.8 Upon registering as an Oriflame Consultant you acknowledge and accept that we may send you information about offers and promotions, unless you opt out. Oriflame may analyse your Personal Data in order to provide you with offers and information better tailored to your interests and specific shopping history. By accepting these Terms you give your explicit consent to such analysis.
- 14.9 Further rights and obligations are contained in the Oriflame Privacy Policy.

### 15. CONTACT US

If you have any concerns about the Terms, please e-mail us at [contactcenterindia@oriflame.com](mailto:contactcenterindia@oriflame.com) or call us on number 011-40490000 or 011-66259000. We will make every reasonable effort to address your concerns and remedy any problems you bring to our attention.