



MANIRAYA CORPORATE LETTER
#22, Chiguru Chambers, PM Enclave
Near Mandovi Motors, Next to Yelahanka Mother Dairy
Yelahanka, Bengaluru – 560065

Date: _____

To, _____

Subject: _____

Dear Sir/Madam,

WEBSITE TERMS OF USE

STATUTORY COMPLIANCE & ELECTRONIC RECORD DECLARATION

This document constitutes an electronic record in accordance with the provisions of the Information Technology Act, 2000 and rules promulgated thereunder, as amended. This electronic record is generated by a computer system and does not require physical, digital, or electronic signatures.

This document is published and updated in strict compliance with:

- Rule 3(1) of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 which mandates the prominent publication of rules, regulations, privacy policies, and user agreements for accessing or using the domain _____.
- The Consumer Protection Act, 2019 and the Consumer Protection (E-Commerce) Rules, 2020.
- The Consumer Protection (Direct Selling) Rules, 2021, requiring direct selling entities to publish statutory company disclosures and direct seller guidelines transparently on their web portals.

1. CORPORATE DISCLOSURES & PRELIMINARY DEFINITIONS

- **Corporate Identity:** The domain name _____ (hereinafter referred to as the "Website") is exclusively owned and operated by _____ (company name), a company validly incorporated under the Companies Act, 2013, having its Corporate Office at Bangalore, Karnataka (hereinafter referred to as "_____").

- **Principal Registered Office Address:** [Insert Full Address here - Statutory Requirement under Rule 5(2)(b) of Direct Selling Rules, 2021].
- **Corporate Self-Declaration:** In alignment with Indian direct selling statutes, _____(company name) explicitly declares that it is a registered Direct Selling Entity and is strictly not involved in, nor does it promote, any Pyramid Scheme or Money Circulation Scheme under the guise of direct selling or e-commerce.

2. GENERAL SCOPE & AMENDMENTS

- **Contractual Relationship:** These terms, conditions, notices, and policies (collectively, the "Terms of Use") govern your access to and use of this Website and the transactional products/services available herein (collectively, the "Services"). By browsing, accessing, or transacting on this Website, you enter into a legally binding agreement and express complete acceptance of these terms.
- **Periodic Material Modifications:** _____(company name) reserves the right to amend, update, or modify these Terms of Use at its absolute discretion to align with legislative updates. In accordance with the IT Rules, 2021, users will be informed of any material changes periodically. Continuous usage of the platform post-updates constitutes explicit consent to the modified terms.
- **Service Availability:** Access to this Website is permitted on a temporary basis. _____(company name) reserves the right to withdraw or modify the Services without prior notice. _____(company name) shall not be held liable for any network downtime or brief unavailability of the platform.

3. MEDICAL & PRODUCT DISCLAIMER

- **Non-Medicinal Nature:** The nutritional supplements, wellness products, and descriptive details available on this Website are strictly intended for nutritional balance, general well-being, and lifestyle value-addition. No product listed on this site is formulated to diagnose, treat, mitigate, cure, or prevent any localized disease or chronic medical condition.
- **No Medical Prescriptions or Representation:** _____(company name), its founders, and its management are explicitly not medical practitioners, clinical researchers, or certified physicians. Nothing contained on this Website shall be construed as professional medical advice, a therapeutic prescription, or a diagnosis of symptoms.
- **Mandatory Consultation:** Users are directed to consult their registered medical practitioner or specialized healthcare provider before initiating any supplement regimen.



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Products must be consumed strictly as per the recommended dosage; excessive consumption or unauthorized usage may induce adverse physiological complications.

4. WEBSITE DISCLAIMER & TRANSACTIONAL CONDITIONS

- **Verifiable Information:** The content uploaded on this platform is curated for general informational and educational purposes. While _____(company name) makes reasonable efforts to ensure accuracy, users are advised to verify product specificities via authentic external sources before drawing conclusions. Neither _____(company name) nor its web developers are responsible for losses stemming from unverified reliance on platform contents.
- **Commercial Purpose & Business Promotion:** This Website is run by _____(company name) to seamlessly manage and promote its commercial operations and business network.
- **Payment Gateways & Collection:** All online payment transactions are processed through authorized, legally compliant third-party payment gateways. The designated bank account tied to the payment processing gateway is the official corporate account of _____(company name). All monetary instruments collected represent corporate funds.

5. PROHIBITIONS, USER CONDUCT, & MANDATORY DUE DILIGENCE

- **Direct Seller/customer Enrollment Agency:** The Services on this portal are primarily curated for customers who have explicitly requested to become a registered Customer-cum-Direct Seller with _____-(company name). Upon submitting your electronic registration request, you grant _____(company name) an explicit mandate and limited power of attorney to populate the official _____-(company name) registration/on boarding form and record your electronic assent where physical signatures are structurally required.

• **Prohibited Activities:** Under Rule 3(1)(b) of the IT Rules, 2021, you are strictly prohibited from hosting, displaying, uploading, modifying, publishing, transmitting, storing, updating, or sharing any information that:

- Belongs to another person to which you have no legal right;
- Is defamatory, obscene, pornographic, pedophilic, invasive of another's privacy, or racially/ethnically objectionable;
- Infringes any patent, trademark, copyright, or other proprietary rights;
- Contains software viruses, malware, trojans, logic bombs, or any malicious code engineered to interrupt, destroy, or limit the functionality of any computer resource;
- Deceives or misleads the addressee or communicates information that is patently false, untrue, or misleading in nature; or
- Constitutes unauthorized commercial advertisements, "spamming," or malicious automated bots.

• **Statutory Disclosure to Law Enforcement:** Any breach of this provision may subject the user to criminal liabilities under the Information Technology Act, 2000 and the Indian Penal Code (or Bharatiya Nyaya Sanhita). _____(company name) reserves the explicit right to report cyber incidents to the Indian Computer Emergency Response Team (CERT-In) and share user tracking logs/identities with authorized state enforcement agencies.

6. INTELLECTUAL PROPERTY & USAGE RIGHTS

All software applications, foundational codes, layout designs, look-and-feel metrics, text, graphics, and photographic images made available on this Website are the exclusive intellectual property of _____(company name) or its authorized licensors and are protected under the Copyright Act, 1957 and the Trade Marks Act, 1999. All rights are strictly reserved.

Users are granted a limited, non-transferable, revocable license to view, download, or print informational content solely for personal, non-commercial use. You shall not modify, re-publish, reverse-engineer, distribute, or copy platform graphics for any external commercial enterprise or competitive business framework.

7. STATUTORY E-COMMERCE TERMS OF SALE

All commercial purchases executed on this Website are bound by the Consumer Protection (E-Commerce) Rules, 2020 and the Legal Metrology (Packaged Commodities) Rules, 2011.



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7.1. Contractual Capacity & Refusal

To enter into a binding purchase contract, you must be a minimum of 18 years of age and possess full legal capacity under the Indian Contract Act, 1872. _____(company name) retains the structural right to reject purchase requests at its discretion.

7.2. Total Price Transparency

In accordance with Rule 5(2)(g) of the Direct Selling Rules, 2021, all transactions reflect a Single Figure Total Price which includes:

- Base Price of the Product
- Integrated Central/State Goods and Services Tax (GST)
- Itemized delivery, handling, packaging, and shipping fees

7.3. Order Execution & Formation of Contract

The automated electronic acknowledgement email dispatched immediately upon the placement of an order constitutes a mere receipt of intent and does not constitute commercial acceptance of the order. A legally binding contract is established only when _____-(company name) formally transmits a secondary dispatch confirmation email along with shipping invoices.

7.4. Delivery Timelines & Force Majeure

Estimated delivery windows are provided at checkout based on regional logistical parameters. _____(company name) shall not be held liable for delivery delays arising out of localized postal interruptions, clearing issues, or standard Force Majeure events (acts of God, civil unrest, or statutory lockdowns).

7.5. Cancellation, Refunds, & Rectification of Errors

- **Pricing Discrepancies:** In the event of an inadvertent computational error regarding product descriptions or displayed prices, _____(company name) will immediately notify you. You will be provided the choice to reconfirm the order at the correct

price or cancel the transaction entirely. If contact cannot be established, the transaction will be deemed canceled, and a 100% refund will be credited.

- **Refund Processing:** Valid refunds arising from returns or cancellations will be processed directly via the source payment method within standard banking settlement windows.

8. STATUTORY DIRECT SELLER COMPLIANCE RULES

- **Free Enrollment Structure:** In absolute alignment with the Consumer Protection (Direct Selling) Rules, 2021, onboarding and registration as a _____(company name) Direct Seller is completely FREE. _____(company name) does not collect any mandatory entry fees, registration charges, or minimum kit-purchase premiums.
- **Direct Seller Representation & Integrity:** Upon submitting a joining request, the applicant legally declares that they have read, comprehensively understood, and accepted the _____(company name) Business Plan and the written Direct Seller Agreement.
- **Mandatory Prohibitions for Sellers:** Registered Direct Sellers are legally prohibited from engaging in product mis-selling, making unauthorized therapeutic or medical claims, or establishing pyramid commissions. All promotional literature utilized must be explicitly authorized by _____ - _____(company name).

9. EXCLUSION & LIMITATION OF LIABILITY

The content, product descriptions, and structural services on this portal are provided on an "As-Is" and "As-Available" basis without any express or implied statutory warranties. To the maximum extent permissible under applicable law, _____(company name), its corporate suppliers, and payment facilitators disclaim all liability for any direct, indirect, special, incidental, punitive, or consequential damages. This includes, without limitation, losses of corporate profits, operational data, network goodwill, or digital system compromises stemming from the use, or inability to use, this platform.

Nothing in this clause attempts to limit or exclude liability for gross negligence, willful fraud, or bodily injury claims where such exclusions are prohibited under the Consumer Protection Act, 2019.

10. INTELLECTUAL PROPERTY RECOGNITION

Except where explicitly stated, all third-party trademarks, corporate brand marks, and images of public personalities displayed on this platform are recognized as the property of their respective trademark owners. References to any third-party corporate entities are solely descriptive to clarify product compatibility and do not constitute an endorsement, sponsorship, or affiliation by _____(company name).



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11. INDEMNIFICATION

You hereby agree to indemnify, defend, protect, and hold harmless _____ -
_(company name) its Board of Directors, executive officers, employees, consultants, and direct selling network partners from any third-party legal claims, monetary damages, liabilities, costs, or legal fees arising from your breach of these platform Terms of Use, your violation of any statutory Indian laws, or your infringement of third-party proprietary rights.

12. SEVERABILITY & LEGAL INVALIDITY

If any provision, term, or sub-clause of these Terms of Use is declared invalid, void, or structurally unenforceable by a court of competent jurisdiction or under subsequent statutory amendments, such declaration shall not impact the validity and enforceability of the remaining clauses. The remaining provisions shall continue in full force and effect. The unenforceable clause shall be severed and replaced with a valid provision that matches the original commercial intent.

13. DATA PRIVACY & REASONABLE SECURITY PRACTICE

_____(company name) is committed to protecting user data. All personal details and Sensitive Personal Data or Information (SPDI) collected on this Website are governed by our Privacy Policy, which is aligned with current Indian data protection standards and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011.

We employ industry-standard secure socket layers (SSL) and tokenized transaction architectures. By registering on the platform, you permit the secure processing of your data to facilitate orders and direct seller onboarding.

14. COMPLAINTS & STATUTORY GRIEVANCE REDRESSAL MECHANISM

In strict compliance with Rule 5(1) of the Consumer Protection (Direct Selling) Rules, 2021 and the IT Intermediary Rules, 2021, _____(company name) has established a robust Grievance Redressal Cell to address consumer and user complaints.

- **Acknowledgment Window:** All consumer and user complaints will be formally acknowledged by the Grievance Officer within 48 working hours of receipt.
- **Resolution Window:** Valid grievances will be assessed, addressed, and resolved within a maximum period of one (1) month from the date of official lodging.

Statutory Contact Points:

- Nodal Officer (For Legal Compliance Liaison):

Grievance Redressal Officer:

Name:

E Mail:

Contact No:

- Postal Address for Grievances:

_____(company name),

Corporate Office, _____.

15. NO WAIVER & CONTINUITY OF RIGHTS

No failure or delay on the part of _____ -_(company name) to exercise any right, power, or legal remedy under these Terms of Use shall operate as a waiver of that right. A waiver of any specific breach on one occasion does not restrict _____(company name) from acting against similar or subsequent breaches.

16. GOVERNING LAW & JURISDICTION

These Terms of Use, along with all operational and transactional frameworks on this Website, shall be governed, construed, and interpreted in accordance with the laws of the Republic of India. Any legal disputes, suits, or execution proceedings arising out of these terms shall fall under the exclusive jurisdiction of the competent courts located at Bangalore, Karnataka, India.

17. ENTIRE ENFORCEABLE AGREEMENT

These Terms of Use, alongside the integrated Privacy Policy, Direct Seller Agreement (where applicable), and shipping/return protocols, constitute the complete and entire agreement between the user and _____ -_(company name) regarding the use of this portal. Any operational waiver or variation to this contract shall only be legally enforceable if executed in physical writing and authorized via the signature of a designated Director of _____ -_(company name).



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Thank you.

Yours faithfully,

For MANIRAYA ENTERPRISES

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