
Terms and Conditions for Joining Herboza Wellness & Agro Alliances LLP

These terms and conditions govern the relationship between Herboza Wellness & Agro Alliances LLP ("the Company") and the participant ("Farming Supporter" or "Associate") who engages with the Company's business modules, packages, or promotions. By enrolling, purchasing a package, or participating in promotional activities, you agree to the following terms:

1. Company Information

1.1 The Company is registered under Herboza Wellness & Agro Alliances LLP, located at: F216 GF, Sushant Golf City, Ansal API, Lucknow – 226030, India.

1.2 The Company specializes in contract farming, education, wellness products, and real estate projects, focusing on sustainable and innovative business practices.

1.3 The Company operates under the laws and regulations of India and adheres to applicable legal and taxation norms.

2. Eligibility and Participation

2.1 Individuals aged 18 years or above, with valid identification and contact details, are eligible to enroll.

2.2 Participants must comply with all national laws, including tax compliance and legal documentation, for engaging in the Company's business activities.

2.3 The Company reserves the right to reject applications or terminate participation at its sole discretion if it finds any breach of terms or unlawful activity.

3. Contract Farming Packages

3.1 Package Options:

- **Progressive Farmer:** Cost of Cultivation ₹50,000 per Biswa (minimum 1 Biswa up to 31 Biswa).
- **Elite Farmer:** Cost of Cultivation ₹1,600,000 per Acre (minimum 1 Acre up to 3 Acres).
- **Smart Farmer:** Cost of Cultivation ₹4,000,000 per Hectare (minimum 1 Hectare up to 3 Hectares).

3.2 Tenure: All contract farming agreements are valid for 72 months from the date of enrollment.

3.3 Farming Activities: The Company will cultivate Malabar Neem, Mahogany, medicinal plants, aromatic plants, and other cash crops with intercropping on contract lands.

3.4 Yield Bonus Payment Options:

Farming Supporters may choose from the following yield payment options:

- Monthly (by the farming of short tenure perennial herb)
- Quarterly (by the farming of short tenure crops)
- Half-Yearly (by the farming of mid tenure crops)
- Annually (by the farming of Annual tenure crops)
- One-time payment at the end of tenure from timber farming.

3.5 Tripartite Agreement: A digital agreement letter will be issued to Farming Supporters, accessible via their personal login. Printed copies can be requested.

3.6 Land Ownership and Responsibility: The Company retains operational responsibility for all contracted farmland. Farming Supporters are entitled only to yield bonuses based on their selected package and payment plan.

4. Other Business Packages

4.1 Education Packages:

- **Basic Digital Marketing Training**
- **AI-Integrated Digital Marketing Training**
These packages include online Q&A sessions conducted weekly through digital platforms such as Google Meet, Zoom Meets

4.2 Products Packages:

The Company offers wellness products, including food supplements and other items. Product availability and offerings are subject to periodic updates.

Special Terms and Conditions for Wellness Products Promotions

1. General Overview

1.1 Marketing Role: Herboza Wellness & Agro Alliances LLP serves as the official marketer for wellness products manufactured by third-party companies. The Company is responsible for promoting and distributing these products through its network of promoters.

1.2 No Manufacturing Liability: The Company does not manufacture these products and is

not liable for any manufacturing defects. The responsibility for product quality lies solely with the third-party manufacturers.

2. Product Usage and Recommendations

2.1 Promoters as Users: Promoters can purchase wellness products for personal use and are encouraged to experience the benefits to better promote them.

2.2 Recommendations: Promoters are responsible for sharing accurate information about the products' benefits and usage, based on the guidelines provided by the Company.

2.3 Compliance with Laws: Promoters must ensure their promotional activities comply with local laws and regulations regarding product sales and advertising.

3. Sales and Promotion

3.1 Authorized Promotions: Promoters may only use marketing materials provided or approved by the Company to promote wellness products.

3.2 Product Claims: Promoters must not make unverified health claims or guarantees about the products beyond what is specified by the Company or the manufacturer.

3.3 Sales Process: All sales must be conducted through the Company's authorized platforms or systems.

4. Responsibilities and Obligations

4.1 Promoter Responsibilities:

- Provide accurate information to potential customers about the wellness products.
- Act in good faith while promoting and selling the products.
- Avoid any deceptive, unethical, or illegal practices during promotions.

4.2 User Responsibilities:

- Use the products as per the instructions provided by the manufacturer.
 - Report any issues or concerns about the products to the Company, which will liaise with the manufacturer for resolution.
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5. Product Returns and Refunds

5.1 Return Policy: Returns and refunds are subject to the terms of the third-party manufacturers and Company policies.

5.2 **Damage Claims:** Any claims for damaged or defective products must be reported within the specified timeframe mentioned in the Company's return policy.

6. Incentives for Promoters

6.1 **Promotional Bonuses:** Promoters earn bonuses based on the sales volume of wellness products as per the Company's promotional bonus structure.

6.2 **Motivation and Training:** The Company may provide training sessions and motivational programs to enhance promoters' knowledge of product benefits and sales strategies.

7. Liability Disclaimer

7.1 **Manufacturing Responsibility:** Herboza Wellness & Agro Alliances LLP is not liable for any adverse effects, defects, or claims related to the manufacturing of the wellness products. Such issues must be addressed directly with the manufacturer through the Company's mediation process.

7.2 **Limited Liability:** The Company is only responsible for the proper marketing and distribution of products, as well as ensuring promoters have access to accurate product information.

8. Confidentiality

8.1 **Use of Information:** Promoters and users agree not to disclose sensitive product pricing, promotional structures, or other proprietary information to unauthorized third parties.

9. Amendments

9.1 The Company reserves the right to amend these Terms and Conditions at any time. Promoters and users will be notified of any changes through official communication channels.

4.3 Real Estate Packages:

The Company will underwrite real estate projects until its own land projects are launched. No yield bonuses are offered under this package.

5. Commission and Income Plans

5.1 The Company offers the following income opportunities to its participants:

- **Direct Sales Bonus:** A commission for every package directly sold.
- **Level-Wise Sales Bonus:** Commissions distributed across multiple levels based on sales within your network.
- **Farming Promotion Bonus:** Rewards for promoting farming packages.
- **Group Matching Sales Bonus:** A bonus for achieving specified sales targets within a group.
- **Farming Yield Bonus:** Automatically credited based on the selected payment schedule.
- **Rewards:**

5.2 **Weekly Claims:** Non-yield bonuses can be claimed every Friday.

5.3 **Deductions:** A 5% TDS and 2% service charge will apply to all payouts and claims.

5.4 **Promotional Bonus Distribution:** Point Values (PV) are assigned to packages and distributed as commissions under the Promotional Bonus structure.

5.5 **Rewards Income** is calculated based on the Point Value (PV) generated by your referrals and is divided into three segments:

- **1st Strong Leg (60%):** Your top-performing referral contributes up to 60% of their total PV.
- **2nd Strong Leg (40%):** Your second top-performing referral contributes up to 40% of their total PV.
- **Remaining Legs (40%):** All other referrals combined contribute up to 40% of their total PV.

5.6 **Maximizing Rewards:**

Participants must ensure that their referrals actively contribute PV to optimize their progress toward the next reward milestones. The Rewards Income is aligned with achieving specific PV targets and depends on the collective performance of your referral network.

5.7 **Conditions for Rewards Income:**

- PV contributions are calculated dynamically based on referral activity.
 - Rewards are subject to compliance with the Company's terms and conditions.
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6. Re-Purchase and Promotions

6.1 Associates are free to re-purchase products or promote any package, irrespective of the package they have purchased.

6.2 Unlimited direct referrals are allowed, with promotional activities governed by the Company's marketing guidelines.

7. Taxation and Compliance

7.1 All packages and transactions are subject to Goods and Services Tax (GST).

7.2 Participants are responsible for declaring their income and complying with local tax regulations.

8. Digital Platforms and Security

8.1 Participants will be provided with secure login credentials to access their personal dashboard and transaction records.

8.2 Participants are responsible for maintaining the confidentiality of their login credentials. Any unauthorized use must be reported to the Company immediately.

9. Payment and Refund Policy

9.1 All payments must be made through approved banking channels or digital payment platforms as specified by the Company.

9.2 Refunds, if applicable, will be processed in accordance with the Company's refund policy and applicable deductions.

10. Termination of Agreement

10.1 The Company reserves the right to terminate any agreement if the participant is found in violation of these terms or involved in unlawful activities.

10.2 Participants may terminate their association by submitting a written request, subject to clearance of any dues or liabilities.

11. Limitation of Liability

11.1 The Company will not be held liable for delays, disruptions, or losses caused by natural disasters, government policies, or technical failures.

11.2 Participants agree to indemnify the Company against any claims arising from misuse or misrepresentation of the business modules or packages.

12. Dispute Resolution

12.1 Any disputes arising from these terms shall be resolved through arbitration under the Indian Arbitration and Conciliation Act, 1996.

12.2 The jurisdiction for all disputes shall be Lucknow, Uttar Pradesh.

13. Amendments

The Company reserves the right to amend these terms and conditions at its sole discretion. Participants will be notified of any changes via email or their personal dashboard.

Declaration of Acceptance

By enrolling in the Company's business modules, purchasing a package, or promoting the Company's activities, participants acknowledge that they have read, understood, and agreed to these terms and conditions.
