

Terms & Conditions

Welcome to our website. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern GREAT OPPORTUNITY SALESMART INDIA PRIVATE LIMITED relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

The term " GREAT OPPORTUNITY SALESMART INDIA PRIVATE LIMITED " or 'us' or 'we' refers to the owner of the website whose registered office is FOOD & ENTERTAINMENT CITY, PLOT NO C16 SAMRAT ASHOK NAGAR, MORADABAD, UTTAR PRADESH. Our company registration number is CINU74120UP2015PTC074789 and its registered office is in MORADABAD, 'UTTAR PRADESH. The term 'you' refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

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GREAT OPPORTUNITY SALESMART INDIA PRIVATE LIMITED a company incorporated under the Companies Act, 1956 and Having its Registered Office in MORADABAD, hereinafter referred to as "the Company "The Company is inter-alia into the business of Direct Selling of various products such as White Goods, Consumer Durables, Cosmetics, etc. The Company exclusively uses website to display the details of the products, marketing methods, business monitoring, while uses the word of mouth publicity to promote and create awareness about the company and its products.

The Company does appoint freelance direct seller across the country for marketing and sale of products. Such distributorship is granted as privilege to the consumer of its products. Interested individuals/body corporate needs to purchase the products upon they being satisfied with the quality and services they can become a freelance direct seller of the company, if they wish to by applying for the same in the prescribed form.

Before filling the application form, the intending Direct seller is advised to go through the terms and conditions mentioned herein below thoroughly along with those mentioned in the official website of the company during placing an online order and subject to such terms and conditions shall append their signature in the column provided as a token of their acceptance of the terms and conditions mentioned therein.

I.

Meanings

The following words used in these presents shall have the meaning as defined here under:

1. Company – Means GREAT OPPORTUNITY SALESMART INDIA PRIVATE LIMITED, having its registered office at MORADABAD, UTTAR PRADESH.
2. Consumer - Consumer means individuals who purchases products from GREAT OPPORTUNITY SALESMART INDIA PRIVATE LIMITED or its authorized franchisee.
3. Independent Direct seller - Independent Direct seller is the person who is competent to enter into contract as per the Indian Contracts Act provided, such interested person has purchased products from the Company and opted to participate in Business opportunity.
4. He - Shall mean and include male, female who applies for the Direct sellership of the Company.
5. Products - Shall mean and include all the products marketed by the Company from time to time.
6. Manufacturer - Means and include Manufacturers of the products marketed and sold by the Company from time to time.
7. MRP & DP - Means and includes Maximum Retail Price printed over the price tag appended to the products and Direct seller Price in which price consumer and direct seller will get products from company or its authorized franchisee.
8. Bonus- Bonus is the amount/benefit an Independent Distributor may earn by marketing/referring the products of GREAT OPPORTUNITY SALESMART INDIA PRIVATE LIMITED.
9. Distributor User ID - Means unique identification number issued by the Company to the Consumer/Independent Direct seller and is issued to Independent Direct seller as a token of acceptance of his application seeking for direct sellership for the products of the Company.
10. Password - Password means, unique code allotted to each of the Consumer / Independent Direct seller to allow them to log on to the website of the Company.
11. Product Code – Means and include the defining the product which has decided by company.
12. Website - Means website of the Company "www.greatopportunity.in"

II. Recruitment & Perception

1. The Company upon scrutiny and verification of the Application may consider the Applicant as an "Independent Direct seller " for the products marketed by the Company.
2. Independent Direct seller shall enjoy the following privileges after such recognition.
3. No territorial restriction to market the products, but limited to India.
4. Company shall maintain sales account of the Independent Distributor and shall be made available for inspection through their website.
5. A Direct seller ID and password shall be awarded to facilitate verification of their respective business account.
6. There shall be no specific targets; however earnings shall be in proportion to the volume of sales done by the Independent Direct seller by self or through team as stipulated.
7. Direct sellership may be awarded as a privileged consumer with no deposit and other conditions.
8. Direct sellership is awarded without any commitment/or promise from the company in terms of possible earning potentials.
9. The Independent Direct sellership, upon appending his signature at the bottom of these presents and confirming through online in the company's website, shall be deemed to have accepted the Direct sellership as Independent Consumer and hereby covenants as under:
10. That he has clearly understood the Business Opportunity, Marketing Program, The Compensation, Its Limitations and Conditions and, he is not relying upon any representation or promises that is not set out in this term and conditions or other officially or printed or published materials of the company.
11. Shall Act as an independent body and shall not commit any misfeasance or malfeasance to create any liability/obligation over the company of whatsoever nature.
12. An Independent Direct seller is not an Agent/Employee or any other legal representative of the company or its service provider.
13. He has attained the age of majority and is competent to enter into a contract as provided in the "INDIAN CONTRACT ACT". Necessary proof there of shall be submitted as and when required by the company.
14. Independent Direct seller hereby undertakes not to accept cash from any new consumer introduced by him for buying the products and discourage his team members from accepting cash from any buyers.

15. Direct sellers hereby declare that all information furnished to the company is true and correct. The Company shall be liberty to take any action against the direct seller, in the event, it is found that the Direct seller furnished any wrong/false information to the company and the company's decision will be final.

III. General Aspects

1. The company under no circumstances will accept payment in cash for product sales.
2. The company may appoint Third Party for collection/direct selleration services. Independent Direct seller advised to visit the company official website from time to time to know such an appointment and avail facilities such as walk to in to their outlets and make payment and collect a valid receipt and products from them.
3. The Products can be ordered online through our website and the payment in the form of demand draft favouring "GREAT OPPORTUNITY SALESMART INDIA PRIVATE LIMITED", Payable at MORADABAD, has to be sent / submitted at our authorized outlets, against which the product/s ordered will be delivered to the purchaser/authorized person. If the payment has been done through Credit Card/Debit Card using payment gateway process or through Terminal Swiping machine, the same or the front side photo copy of the 'same has to be presented with the ID proof, at the time of product delivery, by the purchaser either while collecting the product from the delivery outlet or while product getting delivered at the purchaser's delivery address.
4. All Consumers/Independent DIRECT SELLER before ordering online or making the payment are advised to physically look and feel the products that are available for demo/display at our locations, as such the images shown in the company's website / printed materials or through, any other mode by the company is only for reference and the actual product may vary.
5. Neither it is compulsory nor mandatory to participate in the business plan of GREAT OPPORTUNITY SALESMART INDIA PRIVATE LIMITED Purchasers who wish not to join business, can take a benefit of discounted product as a consumer. Company take every possible steps to make the purchaser understand about the company, products, policies, etc., and also to make ensure that the purchaser is properly guided to buy GREAT OPPORTUNITY SALESMART INDIA PRIVATE LIMITED products or before entering in to Company Business Opportunity and such purchaser will be termed as "Consumer".
6. A consumer who has purchased the products from GREAT OPPORTUNITY SALESMART INDIA PRIVATE LIMITED can choose to join the business opportunity free of cost, which he can do so by confirming from his Business centre login.
7. The Independent DIRECT SELLER will be eligible towards facilitation fees or income, as per the Business Volume of sale of products/ business done by him, subject to the eligibility norms formulated by the company from time to time. The company does not guarantee/assure any facilitation fees or income to the DIRECT SELLER on account of becoming just a mere "DIRECTSELLER" of the Company.
8. DIRECT SELLER ID has to be quoted by the DIRECT SELLER in all his transactions and correspondence with the company. The DIRECT SELLER ID once chosen cannot be altered at any point of time.
9. No communication will be entertained without Direct seller ID; DIRECT SELLER shall preserve the ID properly as it is before logging on to website.
10. TDS and any other applicable deductions will be charged to the distributor by the Company as per the prevailing norms.
11. Independent DIRECT SELLER Undertake to adhere to policies, procedures, rules & regulations formed by the company.
12. The DIRECT SELLER shall be faithful to the company and its co-DIRECT SELLER and shall uphold the integrity and decorum of the company and shall maintain good relations with other DIRECT SELLERS and other clients. The DIRECT SELLER understands that, the company shall be at liberty to accept or reject his application to become a DIRECTSELLER.
13. The Company reserves its rights to modify the terms and condition, products, plans, business and policies with/without giving prior notice. Such notice may be published through the official website of the company, and any such modification/amendment shall be applicable and binding upon the DIRECT SELLERSHIP from the date of such publication.

IV. Prices/Payments

1. The Updated Products and their Price lists are available on the company's official website and the amount to be paid (only after complete satisfaction with the description/ features available on the website and if possible, the physical verification of the product can be had by the purchaser by visiting our authorized

outlets) by way of Bank Demand Draft favouring " GREAT OPPORTUNITY SALESMART INDIA PRIVATE LIMITED" payable at MORADABAD.

2. It is mutually agreed between the parties that the Consumer / Independent DIRECT SELLER if satisfied about the product ensure that the amount towards such product should reach the company's branch / authorized outlets within 5-7 days from the date of ordering the same online. In case the Product Purchaser fails to make payment within the aforesaid 5-7 days period to the company, it is up to the company's discretion either to accept the payment on the norms prevailing at that point of time or that this Agreement stands terminated and will be deemed as null and void.
3. It is mutually agreed between the parties hereto, that the company is at liberty to change / modify the quantum of product cost payable under this Agreement in future or provide for additional Product / Services at such additional cost as may be determined by the company.
4. The company offers 30 days money back guarantee, from the date of receipt of payment on certain select products, as per the Product return policy.
5. The product rates and specification is also subject to change and may vary from time to time.
6. The company will not be responsible for any loss or damages if caused due to any technical error in the web links provided in the website, payment gateway, typographical errors etc.

V. Prohibitions

1. A DIRECT SELLER is prohibited from listing, marketing, advertising, promoting, discussing, or selling any product, or the business opportunity on any website or online forum that offers like auction as a mode of selling. Please refer to code of conduct of our DIRECT SELLER Policies and Procedures for complete details.
2. Once a DIRECT SELLERSHIP is terminated, he cannot enter into any of the company premises/meeting locations and his facilitation fee/ his name would be removed and he would not be entitled to receiving any fees going forward immediately.
3. The DIRECT SELLER hereby undertakes not to compel or induce or mislead any person with any false statement/promise to purchase products from the company or to become DIRECT SELLER the company.

VI. Roles & Privacy

1. Parties shall maintain confidentiality with respect to company's information including but not limited to company's policies, product details, facilitation fees etc., save and except to the extent that is required for furthering sale of products.

VII. Supreme Aspects

1. Not with standing anything stated or provided herein, the company reserves its right to modify, alter or vary the terms and condition in any manner whatsoever they think fit and shall be communicated through official website or other mode as the company may deem fit and proper. Differences if any on such amendment shall be expressed / intimated in writing to the company within 7 days from the date of such amendment. In the absence of receipt of written objection, if any within such stipulated period, all such amendments to the agreement shall be considered as carried with the consent and thereafter any objection/difference shall be considered as waived/surrendered unconditionally.

VIII. Termination

1. The Company reserves its rights to terminate the DIRECT SELLERSHIP any reason not limited to the breach of term as stipulated herein.

IX. Force Majeure

1. The Company shall not be liable for any failure to perform its obligations where such failure has resulted due to Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity.

X. Resource and Legal Applicability

