

# Code of Conduct

## **Member's manual**

### **Article 1. Objectives**

Members of Company, "Smartus Network India Pvt Ltd" (hereinafter referred to as "SmartWing") shall aim to share with one another products that have been researched and developed for the benefit of society, by promoting a healthy mind and body, financial well-being, and with your partners, to feel deeply moved with a sense of accomplishment and gratitude while engaging in activities that contribute to social welfare through persistent efforts undertaken together with others who support such aims.

This agreement contains provisions with respect to the organization constituted under the Auto-Binary System, a membership organization Programme for which the target products consisting of Various Brands & Service for Training Workshops (Educational & Motivational) series. This agreement shall govern both products & Services and membership activities engaged in by the members unless specific explanations otherwise apply.

### **Article 2. Glossary**

The following are terms and conditions governing Company and its members with regard to daily operations.

Definitions are as follows:

#### **Article 2-1 Membership (Smart Partner)**

Membership is acquired by way of sponsorship by a current Company Smart Partner (member), and after completion and submission of the "Membership Registration Application Form", payment of registration fee and authorization by Company.

Company members have the right to sell various products marketed by Company, the right to sponsor others to become Company members, and to enjoy all benefits offered by Company.

#### **Article 2-2 Member's Rights**

Members shall have the rights and obligations expounded in this Membership Agreement, namely membership status, positioning, the right to recruit new members, and the right to sell Company products etc.

#### **Article 2-3 The Sponsor**

The sponsor is a member who introduces others to join the business activities of Company, is awarded by Company authorized membership status, and is also known as the Senior (upline).

### **Article 2-4 The Applicant**

The applicant is a person who has been introduced by a sponsor and participates in the business activities of Company, is awarded by Company authorized membership status, and is also known as the Wing (downline).

### **Article 2-5 Company Products**

There are three categories of Company products, namely the "Starter-Pack Product", the "Repeat Product", and the "Additional Product". The "Starter-Pack product" is defined as the first purchase of product(s) after registration that generates Points Value; The "Repeat Product" is defined as the regular monthly product purchase that generates points value; the "Additional Product" is defined as the Fully Paid Motivational Workshops to occasionally product purchase that generates points value and can only be made after the purchase of a "Repeat-Product" of the same type.

### **Article 2-6 Organization Chart (MAP)**

Article 2-6-1 Data in the Organization Chart (MAP) contains information such as member ID, name, etc. and is regarded as confidential. Information provided in the Organization Chart must be treated with confidentiality and cannot be disclosed to a third party. Disclosure of such information will not only cause damage to the interests of Company, but might also be detrimental to member's general welfare, however accidental.

Article 2-6-2 The Organization Chart is created by Company and all rights are wholly owned by Smartus Network India Pvt Ltd By using it, you agree not to reproduce, copy or distribute the map.

Article 2-6-3 Upon termination of membership/ termination of eligibility, all data contained in the Organization Chart has to be surrendered to Company unconditionally.

### **Article 2-7 Business Regulations**

The "Membership Agreement" represents a member's rights and obligations in writing. Company reserves the right to make amendments as and when necessary. Such amendments will be publicly announced.

### **Article 2-8 Bonus (Commission) Income**

Used as the basis of bonus calculations and the measurement of eligibility to entitlements. In the event that the currency exchange rates fluctuate

significantly, adjustments will be made to the bonus generated.

### **Article 3. How to Become a Company Member**

To become a member of Company, you must fully understand the "Membership Agreement", fill in the "Membership Registration Application Form", select your designed type of registration (please refer to the Membership Agreement for more details), and pay the necessary registration fee to begin registration process.

Article 3-1-1 Registration: applicants must be 18 years old and intend to and will actually engage solely in reselling of Company products.

Article 3-1-2 Proof of Identity: Indian Valid government issued IDs (applicants must submit photocopies)

Article 3-1-3 Bank account: The applicant Must have major bank account in the India (applicants must submit photocopies of bank account details)

Article 3-1-4 Current Address: A local delivery address must be provided.

\*The Home Address need as per Address Proof

Article 3-1-5 For Non-Resident of India (NRI), please refer to Article 7.

### **Article 3-2 Membership Registration**

Article 3-2-1 Registration will be accepted only after applications are examined and found to be correct. Those who want to redeem bonuses are required to provide bank account details. The applicant must be the bank account holder.

Article 3-2-2 Upon acceptance of application, members are automatically allocated in accordance with the Auto-binary system, based on set rules and requests for position changes otherwise the application will be rejected.

Article 3-2-3 Company reserves the absolute right to accept or reject any applications. False information or signatures supplied in the application form will result in application being rejected by Company.

### **Article 3-3 Membership Revocation / Termination / In the Case of Death**

Article 3-3-1 The member may terminate the membership contract with Company by submitting the "Cancellation of Contract/Refund Notice". Within 14 working days from the date of distribution, Company will accept the return of goods for refund purposes subject to the conditions set out in 3.2. In accordance with 3.2, Company will refund the member all goods that are paid for, subject to other charges incurred in facilitating the acquisition of membership, deduction of any impairment value while the goods were in the member's custody, and the

relevant bonuses previously accrued from the purchase of the returned goods. In case Company has to take repossession of the goods, charges

incurred by Company are to be borne by the member and Company may deduct such charges from the refund. The member will not be eligible for re-registration of membership for six (6) months after termination of membership.

※ In line with the above, all members of Company have the right to rescind the contract.

※ Once an account is terminated, all other positions will likewise be terminated. All rights accorded to those positions will thus be forfeited.

Article 3-3-2 Failure to adhere to, abide by or wilful default of these membership agreements will result in revocation or termination of membership while Company reserves the right to take legal action for damages.

Article 3-3-3 The person whose membership has been revoked for breaching the rules is not allowed to directly participate in any of Company activities for 2 years and will not possess or enjoy the status and benefits he/she was previously entitled to. Revoked membership will not be eligible for re-application for a period of 2 years while Company reserves the right of approval or rejection for any application received after the 2-year period.

Article 3-3-4 A member whose membership was previously revoked, will not enjoy the bonus or benefits of the previous position when accepted to re-register. The member will be assigned to a new organization.

Article 3-3-5 In case of death or proof of mental incapacity of a member, Company will pass all entitlements and benefits to the Nominee. If in case Nomination had not done, then all benefits will go to, either member's next-of-kin or legal beneficiary. If the next-of-kin or legal beneficiary does not want to inherit the membership, it will be regarded as abandonment by free will.

Article 3-3-6 The contract will be nullified automatically if members, who have an Active Valid Period from their product purchase(s) that generated points, did not purchase any product that generates points within a year, or if members, who do not have an Active Valid Period, did not purchase any product that generates points within a year of the date of their last product purchase that generated points.

Article 3-3-7 After the contract has been nullified automatically, the member may immediately re-apply for membership (please refer to Article 2.1).

Article 3-3-8 The return of goods will be accompanied with the cancellation of contract if the returned product(s) affect the member's accumulated 100 or more bonus points of that given month and cause it to drop to less than 100. If the member's accumulated bonus points of that given month are less than 100, the return of goods will not be accompanied with the cancellation of contract should one product be retained.

### **Article 3-4 Rules and Procedures Governing Return of Goods for Purposes of Refund**

The following procedures will be effective:

Article 3-4-1 The return of goods within 14 working days from the date of distribution of the goods to the member is accepted under the following conditions: [1] The request must be accompanied by the "Cancellation of Contract/Refund Notice". [2] Goods to be returned are confined to items purchased by the applicant only and made out of the applicant's own will.

Article 3-4-2 For the protection of the quality of our products, the depreciation for products that have been opened, used or damaged is set at 100% and will not be accepted by Company.

Article 3-4-3 When goods are returned, members need to sign the relevant forms and provide a bank account number for the transfer of money.

Article 3-4-4 The return of goods may exert an effect on the achievement of bonuses or results of campaigns for the member or the uplines. Company has the right to pursue the matter and exercise deductions accordingly.

Article 3-4-5 For a complete refund, returned products must include all promotional gifts given, and said gifts cannot be used, opened, tampered with or contaminated and their packaging must be in the original condition and have not been tampered with or defaced. If the impairment value of the promotional gifts is 100%, the value of the gifts will be deducted from the refund amount.

Article 3-4-6 The registration fee of is non-refundable.

Article 3-4-7 No refunds will be given for purchased merchandise used in pursuing Company business activities. Please use your own discretion on the amount of merchandise you purchase and do note that should there be revisions made to the "Membership Application Form", Starter-Pack, business introduction, Membership Agreement, etc., due to operational changes, there is no exchange policy to replace your old versions with the updated items.

### **Article 3-5 Replacement of Products**

Article 3-5-1 Products that are damaged during transit, short supplied, blemished or defective in packaging will be replaced or refund. Members may make requests for replacement by telephone or appear in person within 30 days from receipt of the products in question. After verification, identical items shall be replaced within 7 days without charge.

Article 3-5-2 Replaceable items are confined to products that generate bonus points only. Merchandise such as printed material, forms, training, educational documents, and support materials that do not generate bonus points will not be replaced or returned.

### **Article 4. Members' Right and Duty**

#### **Article 4-1 Complying with the Membership Agreement**

Members are obliged to follow and observe all the regulations laid down in this Membership Agreement. Company will from time to time make amendments to the regulations and other rules if necessary. Amendments will be announced on Company's website or communicated to members through other means.

#### **Article 4-2 Purchases**

Article 4-2-1 Members can purchase products in accordance with their needs.

Article 4-2-2 On receipt of the purchased products, members should inspect the items, quantity, package etc. of the delivery immediately. If discrepancies or defective goods are found, they should be raised to Company within 30 days together with the invoice for replacement. Otherwise, the products are deemed to have been received in proper condition.

#### **Article 4-3 Recruitment**

Members have the right to introduce others to participate in the business of Company and to become a Company member (Smart Partner).

Article 4-3-1 Sponsors are required to provide a complete set of membership information to the applicant for consideration and cannot pressure the applicant to buy or stock up on our products.

Article 4-3-2 Before signing the "Membership Registration Application Form" the sponsor should have truthfully and clearly presented to the applicant in full this Membership Agreement and other related information. Any attempt to mislead, cheat, conceal or misrepresent is absolutely prohibited. The applicant should be invited to sign on the application only after the applicant fully understands this document.

## **Article 4-4 Sales**

Article 4-4-1 During sales activities, members are not allowed to distort or misrepresent the price, quality or ingredients of products of Company by any means, nor should they make exaggerated and deceitful statements relating to the functions of the products. If and when such an act causes, damage to Company, members are liable for any and all damages and legal action will be taken accordingly.

Article 4-4-2 In promoting a product, members should explain in detail the information contained on the product label.

Article 4-4-3 The essence of the Company multi-level-marketing business is to protect our members and to allow our members to make safe use of our products. Members are not allowed to display Company goods and merchandise at retail shops, auction sites and other public places.

Article 4-4-4 Members are not allowed to promote or sell products that do not belong to Company during Company business activities.

Article 4-4-5 Claims of sole franchise or exclusive regional rights etc. of Company or its group companies are forbidden. Members are not allowed to express that they are under the employment of, or in partnership with Company or its group companies. Members are not allowed to use Company' or its group companies' addresses, contact numbers, email addresses, website addresses, etc., as their personal contact information.

Article 4-4-6 Company will not interfere with transactions among members, but will take action on incidents that violate this Membership Agreement such as termination of membership.

## **Article 4-5 Education**

Article 4-5-1 The relationship between the sponsor and the applicant is that of an upline and a downline, therefore sponsors have the responsibility to educate, encourage and assist the career development of the downline.

Article 4-5-2 Members have the obligation to participate in education courses organized by Company; refusal to participate in such events will lead to Company refraining from giving public recognition of membership or publishing the events in printed publications.

## **Article 4-6**

Members are not permitted to make demands, comments and announcements in the public relating to SmartWing, its group companies, or our products. Members shall be responsible for

infringements leading to the damage of Company or its group companies, tangible or otherwise, and Company reserves the right to take legal action if necessary and to give written notice to revoke membership.

## **Article 4-7**

Members shall observe the laws of the India and shall refrain from such action such as to involve SmartWing into legal entanglement or damage the goodwill of Company or its group companies.

## **Article 4-8**

Members shall not concurrently take up other multilevel direct sales works or engage in other sales activities for products identical to or similar with Company or introduce other members of Company to carry on or engage in another sales business.

## **Article 4-9**

Members are prohibited from using the good name of Company, or during the business activities of SmartWing, to encourage, instigate, assist or abet other Company members to conduct non-Company-related activities, and to recommend, promote, sell, advertise such activities and demonstrate behaviour that contravenes the code of conduct as stated at the Company's website and other relevant rules and regulations.

## **Article 4-10**

Members shall not manipulate or adjust the bonus points of the downline so as to achieve higher bonus pay-outs, eligibility to incentives or other target purposes.

## **Article 4-11**

When, in the course of a member exercising his/her rights (introduction, selling, education etc.), it is discovered that damages have been inflicted on Company or its group companies or Company's or its group companies' reputation, or reputation of other members, or the well-being of the organization, Company reserves the right to take appropriate action against the member.

## **Article 4-12**

Members are prohibited from violating any of the Articles of this Membership Agreement and other related regulations resulting in damage to Company or its group companies. Violations of the following matters will result in revocation of membership and Company will take legal action for damages according to the law.

Article 4-12-1 Use of deceitful or misleading means to promote or sell products and services or to solicit others to participate in sales organizations.

Article 4-12-2 Under the guise of conducting a Direct Selling Business to raise funds or other

purposes or engaging in improper behaviour to promote or sell products.

Article 4-12-3 Conducting sales activities by creating disruptions to public order or by means of anti-social behaviour.

Article 4-12-4 Engaging in unorthodox direct sales activities to distort the orderly conduct of the market, causing serious damage to the consumer.

Article 4-12-5 Engaging in direct sales activities that contravene the laws of the India.

Article 4-12-6 Use of libellous or slanderous speech or behaviour against Company, Company directors, management and employees.

Article 4-12-7 Creating controversy or disputes about money matters or relationship issues.

Article 4-12-8 Making false statements in response to official inquiries from Company.

Article 4-12-9 Using the name of Company or its group companies to mislead and conduct matters related to registration.

Article 4-12-10 Influencing an existing member to move to another organization within Company or its companies.

Article 4-12-11 Moving to another organization within Company or its companies.

#### **Article 4-13**

The member is responsible for any legal effect arising from a situation whereby the member is non-contactable by phone, SMS or e-mail notification.

#### **Article 4-14 Taxation**

All income derived from SmartWing activities must be reported accurately, truly and honestly to the Indian Finance & Revenue Department in accordance with the taxation laws of the India.

### **Article 5. Business Opportunity & Product Presentations**

#### **Article 5-1**

When conducting an introductory meeting for potential members, the approach should be honest, objective and professional and members shall not cause the potential members to be misled or deceived. The following approaches are not permitted:

Article 5-1-1 This is an employment opportunity.

Article 5-1-2 This is a social or non-business gathering.

Article 5-1-3 This is a seminar/gathering on taxation, finance, investment or other similar purposes to promote sales.

#### **Article 5-2**

When conducting an introductory meeting for new members, the potential members must not receive

the following misleading impressions or be cheated

Article 5-2-1 The business of SmartWing has no connection with Company (Smartus Network India Pvt Ltd), but rather it is an agency business of an individual or organization.

Article 5-2-2 The member can make a profit by simply introducing new members.

Article 5-2-3 There are tax benefits to joining Company.

Article 5-2-4 The income and bonus are guaranteed

Article 5-2-5 This is an opportunity to become rich as joining Company means "quick money". You can get rich by spending only a little effort.

#### **Article 5-3**

When explaining benefits and earnings, members have to follow these guidelines:

Article 5-3-1 When using the examples set out in this Membership Agreement or in the printed matters of Company, you must clearly point out that the figures are for illustration only.

Article 5-3-2 When citing actual cases, prior consent of the members concerned must first have been acquired.

Article 5-3-3 Citing examples of success or benefits are allowed, but such examples are to be confined to those attained by or given to Company members.

### **Article 6. The use of the trademark of Company**

#### **Article 6-1 Proprietary right of the trademark of Company**

Article 6-1-1 Company and its group companies' logos and related trademarks are registered and exclusively owned by Company and its group companies respectively. In accordance with trademark laws, members are not allowed to use such marks without consent of Company and its group companies.

Article 6-1-2 In case Company or its group companies' corporate identity is needed for the conduct of business, members should apply to Company or its group companies for written authorization. Such authorization shall be renewed every year to be effective.

Article 6-1-3 Members are not allowed to use the name, labels or trademarks of Company or its group companies to manufacture Company products, unless prior written authorization by Company and its group companies is obtained.

Article 6-1-4 Members are not allowed to sell goods in other countries using the Company's trademark of their respective countries, or trademarks of Company' group companies.

Article 6-1-5 To avoid infringement of trademark legislations and related rules and for the protection of the goodwill of Company and its group companies, members or their representatives are forbidden to advertise Company, its group companies, or their related activities in any media (including electronic, broadcast or print media), or by making use of the promotional mechanism of Company or its group companies or by other similar modes of publicity for the purpose of business gains.

### **Article 6-2 Intellectual Property**

All publications of Company and its group companies such as membership journals, written material, audio visual productions, artistic designs, drawings, scripts etc. are under the protection of the laws of copyright and applicable intellectual property law. Unauthorized use or infringement of such rights will be prosecuted. Company has the right to take legal action against any use which infringes the copyright of Company or damages the goodwill of Company.

Article 6-2-1 Recording or duplication of Company' or its group companies' business activities, conferences, speeches are not allowed.

Article 6-2-2 The duplication of recordings, videotaping or copying of briefings or speeches of Company or its group companies' representatives, speakers, executives, directors or other presentations are prohibited.

Article 6-2-3 The duplication or copying of Company' or its group companies' audio-visual material is prohibited.

Article 6-2-4 Any material produced by members for the promotion and sale of Company products must have acquired prior written approval of Company in writing before being presented to the public.

### **Article 6-3**

Contravention of the provisions in Article 6-2 will result in revocation of membership.

## **Article 7. Additional Regulations Relating Non-Resident Citizens and Permanent Residents**

### **Article 7-1**

The membership of Company shall be granted only to Indian citizens or Foreigners who are permanent residents of the India and who are of legal age.

### **Article 7-2**

The applicant shall submit a photocopy of their passport, their Alien Certificate of Registration and TAX IDENTIFICATION NUMBER (TIN). He/she must also fill out & sign the Membership Application Form, accept the Membership Agreement and submit the required documents to SmartWing.

Company reserves the right to approve or reject applications.

### **Article 7-3**

In the case of permanent residents, the membership will automatically expire upon the expiration of the Alien Certificate of Registration. The permanent resident shall update their particulars and submit a photocopy of their renewed Alien Certificate of Registration to prevent their account from automatically expiring.

### **Article 7-4**

Any ex-member of Company due to voluntary termination of membership shall be entitled to re-apply to become members of Company again 6 months thereafter.

### **Article 7-5**

The members of Company engaging in the business activities of Company must make tax returns honestly in accordance with the law of the Indian and pay taxes accordingly. Tax evasion is strictly prohibited. Company is not responsible for the tax affairs of the members.

## **Article 8. Legal Compliance**

### **Article 8-1**

Members shall comply with the relevant laws of the India and engage in business activities in accordance with regulations of Company. If the member is found to be in violation of any act or law, the member will be held solely responsible and fully liable.

### **Article 8-2 Penalties for breaches**

Article 8-2-1 If the member is found to be in violation of any rules and regulations or displays behaviour that contravenes the code of conduct as stated in this Membership Agreement, Company will impose any one or more of these penalties stated below to the member, uplines or organizations.

1. 1st Offense

- Warning Letter

2. 2nd Offense – Letter of Suspension

- Suspension of MAP and/or Electronic usage
- Revocation of Bonus pay-outs
- Revocation of any Certificate of Qualification and/or Badge of Honour
- Suspension from the enterprise's activities (total or in part of)
- Termination of eligibility

3. 3rd Offense – Letter of Termination

- Termination of membership

Article 8-2-2 When Company meets out any one of the penalties listed above, members may be required to sign the memorandum of agreement. If under any circumstance, should they refuse to

do so, Company reserves the right to prolong the suspension period or impose extra penalties, etc.

### **Article 8-3 Challenging a penalty**

If a member wants to raise an objection to any of the penalties imposed for breach of regulation, the member may raise his/her objection in writing under the following conditions: Article 8-3-1 The objection must be raised within two weeks of receiving notification from Company, failing which no objection can be made.

Article 8-3-2 Proof that is based on facts substantiating the member's claim must be provided.

Article 8-3-3 A factual account must be provided, and the objection must be made of the member's own free will.

### **Article 8-4 Other matters not pertaining to membership regulations**

If the circumstances of the event fall out of the purview of the Membership Agreement, Company will act in accordance with the spirit of the law.

## **Article 9. Others**

### **Article 9-1**

The upline may make an enquiry of the data belonging to the downline, provided such an enquiry is restricted to the names and member ID of the downline. No other information will be furnished without the express consent of the member concerned. The downline is not entitled to make any enquiry of data belonging to the upline.

### **Article 9-2**

Company owns and reserves the right of development in markets outside of the India. Members' trading activities are restricted and limited to the Indians retail only. No attempt shall be made to export Company goods or their related facilities. The contravention of laws outside of the India will be the sole responsibility of the individual member, and the member shall be liable to Company for any loss and damage which Company may suffer as a result of such contravention.

### **Article 9-3**

Members are not allowed to engage in the promotion or liaison activities in markets that Company has not been given the rights to operate, including advertising, promoting or insinuating that an arrangement can be made to acquire membership. Should such actions lead to damages or losses to Company, these members shall be responsible for all the costs and expenses incurred or suffered by Company and will be fully liable to SmartWing.

### **Article 9-4**

Members are not allowed to trade or engage in any

activities in any country that Company has yet to be established in, aside from purchasing products through online. In addition, exports of Company products and information etc. are not allowed.

### **Article 9-5**

Sound and video recordings made during Company' public activities or events such as initiation presentations, group travel, and ceremonies shall be made available to Company without cost or compensation for the production of sales aids and/or for such purposes as Company may require. Members hereby waive all his/her/their copyright (if any) and intellectual property rights (if any) in such materials and agree that copyright and intellectual property rights relating thereto belong to Company. Members shall submit to Company such materials as and when so requested by Company, and will execute such deeds, documents or agreements when requested by Company to vest ownership of the copyright and intellectual property rights in such materials to Company.

### **Article 9-6**

The display by members of behaviour that include, but are not limited to coercing, instigating, deceiving, compelling, intimidating, pressuring, threatening, or forcing another member to terminate their membership, apply for a refund, switch organizations or sponsors, and to interfere, jeopardize or affect in any way the relationship between members in an attempt to poach members from other organizations to join their own organization or switch sponsors and undermine another organization, directly or indirectly, is in violation of the rules and regulations of Company. Severe penalties will be imposed and members will be fully liable to Company for any and all losses, or damages if incurred or suffered.

Article 9-6-1 Members are prohibited from creating dummy accounts, or letting their accounts be handled by others, or registering a company by using a relative's name to change organizations.

Article 9-6-2 Company prohibits the same member from joining two different organizations and engaging in business activities such as, for example, by using a relative's or friend's, or any other person's details to register an account with Company and be allocated to an established position and later on to use another person's details to register another account in a different organization. Such behaviour contravenes our regulations, and Company may take such action as it deems fit to deal with such contravention.

**Article 9-7**

If members display behaviour that include, but are not limited to encouraging, inciting, assisting and abetting other members to switch organizations, or offering a financial or any form of reward to other members as an incentive to switch organizations and if Company determines that this is in violation of the rules and regulations, Company will stop any pay-out of bonuses, and impose a suitable penalty as it deems fit for this violation.

**Article 9-8**

In the event that a member has distorted or misrepresented Company' marketing plans or the effect of its products, Company has the right to suspend the rights and benefits of that member until the member has corrected the mistake before the suspension is lifted and the member can resume enjoying his rights and benefits.

**Article 9-9**

During the period of suspension of membership, members' entitlements and benefits will be withheld temporarily by Company or be dealt with directly by Company until alleviation. Members agree not to raise any objection or shall take any legal action against Company.

**Article 9-10**

Company reserves the right to amend this Membership Agreement, the Company' Policy and the price of all goods at any time with immediate effect, and any such amendment shall be binding on the members.

**Article 9-11**

In the case of disputes between Company and its members, Company and its members agree to submit to the exclusive jurisdiction of the Delhi courts and that the losing party shall bear all legal costs and damages.

**Article 9-12**

All efforts have been made to conform to the laws of the India, particularly laws or regulations prohibiting pyramid selling, in the making of this Membership Agreement and the User's Manual. In the case of any conflict, the laws of the India shall prevail.

**• Disclaimer**

The contents of this document are provided for general information and do not constitute legal advice. Members should seek legal advice from their own lawyer.

**• Privacy and Personal Data Protection Policy Statement**

Our business has been built on the trust and confidence our members place on us. Accordingly, SmartWing (Smartus Network India Pvt Ltd) have a duty to safeguard and keep confidential any information relating to our members. In addition to our duty of confidentiality to members, Company (Indians) Inc. shall at all times fully observe the Data Privacy Act of 2012 of the Indians in collecting, maintaining and using the personal data of members.

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I have read and clearly understand and agree with the terms and conditions of the Membership Agreement including the previous pages. I herewith apply for membership with SmartWing, Smartus Network India Pvt Ltd.

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**Note:** Terms and conditions other than those in this document will be covered in the User's Manual and Company' announcements from time to time, which will be legally binding.