

Terms and Conditions of eRistaa Partnership Program

Dear Partner,

This Agreement contains the complete terms and conditions that apply to an individual's or entity's participation in the eRistaa.com Partnership Program (the "Program"). As used in this Agreement, "we"/ "us"/"the company" means eRistaa.com & Touching services Pvt Ltd, and "you"/"Partner (s)"/ "Channel Partner(s)" means the applicant and its Affiliate network. "Site" means a World Wide Web site and refers either to eRistaa.com's site located at the URL <http://www.eristaa.com>, or to the site that you will link to our site (and which you will identify in your Program application)

1. Registration in the Program

To begin the registration process, you will have to submit a complete Program application through our site. We will evaluate your application in good faith and will approve or reject your application. You are We may reject your application if we determine (at our sole discretion) that the data provided by you are incorrect. We may also suspend your account even after approval if found faulty / incorrect data.

If your application is rejected, you may reapply to the Program at any time. You should also note that if we accept your application is thereafter determined (at our sole discretion) to be unsuitable for the Program, we may terminate this Agreement at any time.

2. User Creation & Updation

After being registered as a Partner/Channel Partner, you will be permitted to perform the following activities:

- Register/create new user(s)
- Update user data on their behalf
- Upload the picture(s)/photo(s) on their behalf
- Upgrade membership plan on their behalf.
- Search & Shortlist profiles for the user(s) registered / allocated to you only.

Each of the newly created user will be verified by the company and after verification, the reward will be credited to the partner(s) account. In case of any pseudo user creation, the partner will be penalized financially, the detail of which is mentioned in the "Reward/Accounts" section. Repeated intentional pseudo user creation may resulting in suspension of the account with all pending payments.

3. User Contact

Being a registered partner, you will have access to the user(s) contact details like Mobile Number(s), email id(s) and their Address without any misuse. You can access the contact details of the user(s) created by you and allocated to you by the company for follow up. Your partner account may be suspended, If found any misuse of the user data. The legal issue of data misuse is subject to Indian Judicial Act.

4. Payment Policies

You shall be entitled for the payment as per the terms agreed with us at the time of registration and the same would be subject to change from time to time for which intimation would be provided to you. Your payment /earning details are mentioned below:

- User creation/ Sign Up Reward: Rs. 80/- (Subject to verification and approval by company/eRistaa Team.
- Profile Completeness (>75%) Reward: Rs. 80/-
- Membership Upgradation: 20% of Membership Plan

All rewards / earning will be reflected in "Ristaa Wallet", a virtual wallet by eRistaa.com and its affiliate company. The total amount is redeemable at any time the partner initiates a payment.

- 100% of Ristaa Wallet balance is redeemable in single transaction.
- Partner may receive the payable amount from the user either of any modes including cash, cheque, POS machine or online transaction.
- Partner will pay the remaining amount excluding the Ristaa Wallet balance by online payment only.
- The received amount from the Partner includes GST and the GST & other Tax returns will be the responsibility of the company.
- The differential amount between the amount received from the user and the amount paid to the company will be treated as the income/ profit of the partner and all the tax liability will be the responsible of the partner. The same detail may be exposed/provided to the different Tax departments of Government if necessary.

5. Penalty/Prosecution

If any user created by particular Channel Partner found fake or data provide by partner found wrong, then:

- The reward earning will not be credited to the Ristaa wallet.
- There may be a penalty of Rs. 200 to Rs. 500 per user as decided by the company.
- Your Partner account may be suspended or deleted.
- The User account (Fake) will not be approved and/or deleted.
- The user data (wrong data) will not be updated.

6. Term of the Agreement

The term of this Agreement will begin upon our acceptance of your Program application and will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your site, all links to our site, and all eRistaa.com trademarks, trade dress and logos, and all other materials provided by or on behalf of us to you pursuant hereto or in connection with the Program.

7. Modification

We may modify any of the terms and conditions contained in this Agreement including the payment terms, at any time and in our sole discretion, by posting a change notice or a new agreement on our site. Modifications may include, for example, changes in the cash rewards in Ristaa wallet, payment procedures, and Program rules. If any modification is unacceptable to you, your only resource is to terminate this agreement. Your continued participation in this program following our posting of a change notice or a new agreement on our site will constitute binding acceptance of the change.

8. Limitation of Liability

We will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed at any time and under any circumstances the total rewards earned in Ristaa Wallet by you under this Agreement.

9. Disclaimers

We make no express or implied warranties or representations with respect to the Program or any products sold through the Program (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

10. Miscellaneous & Legal Terms

This Agreement will be governed by Indian laws without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the Bhubaneswar Jurisdiction, India and you irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

Have questions about the eRistaa Rewards/ Ristaa Wallet Program? [Contact us](#).