

User Agreement

- a. For the purpose of convenience the new user is referred to as subscriber. The subscriber availing the optional free business opportunity is referred to as an associate, or “independent channel partner”. Together/collectively they are referred to as “partners”.
- b. Bigbanyantree.com, Dewsoftoverseas.com, Dewsoftnepal.com, Planetdewsoft.com, Dewsoftacademy.com, DewSoft Overseas Pvt. Ltd. DewSoft Overseas Nepal Pvt. Ltd., DewSoft Canada Ltd. and any of its associate concerns, or wholly owned subsidiaries, and their promoters, directors, managers, employees, shareholders etc. are referred to as individually or collectively as the company
- c. The “earn while you learn” or “each one teach two” program is referred to as “the package” or “the program” or “the standard package”

Now the Declaration

- 1 I/we am voluntarily participating in the "earn while you learn" program, and indemnify “the company” and or its *partners* harmless of any claims whatsoever.
- 2 I/we are also aware that i/we are subscribing to an online package (a service on the internet) valid for one year from date of registration, which comprises of online education/content/information on different subjects, 35 web space, and other software and utilities required to peruse “the package” which is described comprehensively at <http://packages.planetdewsoft.com>
- 3 I/we understand that some of the online education provided to me in “the package”, currently as free, may be charged upon later, the subscription charges of which shall not be mandatory on me. I also understand that the contents of “the package” may change/ be updated, or be withdrawn, temporarily or permanently, without assigning any reason whatsoever giving an online notice of 02 weeks. I also understand that the online education or its certificate currently does not have any validity, or recognition by the industry or the government.
- 4 I/we also understand that in order to use “the package”, or any of its part, i/we are required to have a pc with internet connection facilities, an internet connection, and access to internet by a browser, and knowledge/skill on how to use the same. I/we also agree to bear all the related costs in perusing “the package”, including the cost of training myself if necessary to learn the skills required for using “the package”.
- 5 I/we have read the “terms and conditions”, “associates agreement”, “privacy policies”, “user agreement”, and other legal agreements, as mentioned on the web-site www.dewsoftoverseas.com and agree to abide by them.
- 6 I/we are aware of the no-refund policy of the subscription fee, after the lapse of 72 hrs. Of the date of receipt of money in the New Delhi office for the Indian region, or Kathmandu office for the people of Nepal.
- 7 I/we understand that “the partners”, have no authority to bind “the company” to any obligations. The relationship between “the partners” and “the company” is established only by the “privacy statement”, “user agreement”, “user policy”, “associates agreement” as mentioned on the website www.dewsoftoverseas.com and “subscriber”, “associate,” or “independent channel partner” is not an agent, employee or any other legal representative of “the company”.
- 8 I/we understand that “the company” or its partner cannot be held responsible for mis-communication or mis-understanding to me regarding “the package”, I have seen the package on the website, understood how things work, and I am satisfied with the package, and the contents therein.

- 9 I/we understand that the offers promoted on the website time to time are promotional offers/benefits made available to “the partners” as part of the business promotion activity from “the company” and are often offered along in conjunction/alliance with third party. I also understand that these promotional offers come with some qualification criteria, for whom I must qualify as per details mentioned on the website, to be eligible for the offer. I also understand that these timely promotions can be withdrawn by “ the company” or the third party at any given time, without giving any due notice or reason whatsoever. I indemnify “ the company” and “the partners” harmless against all claims whatsoever, arising out of the usage/denial of product/service of the third party, its quality, assurance, guarantee, warranty, availability and any other reason attached to them. This applies unconditionally to all the third party programs.
- 10 I/we understand that “ the company” has tied up with 3 rd parties for offering services, like offshore education, and other degree programs like BCA, MCA etc. I also understand that “ the company” only provides assistance in applying to the offshore universities, and provides study centers in select cities, for the programs, list for which is mentioned on the website, <http://www.dewsoftacademy.com> . Separate fees, and other misc. Charges as desired by the third party have to be borne separately for perusing these courses, besides passing the eligibility criteria set by the 3 rd parties. I indemnify “ the company” and “the partners” harmless against all claims whatsoever, arising out of the usage/denial of service of the 3 rd party, its quality, assurance, guarantee, warranty, availability and any other reason attached to them.
- 11 I/we understand that “ the company” deploys consistent and conscious effort, skill, technology to make “the package” available to you 24hrs. A day 365 days a year. But due to technical reason, of virus attack, data center problems, hardware or software crash, bandwidth problems of the ISP, or routine maintenance/updating work, the website, “the package” or any part of it may be temporarily unavailable to “the partners”, or the contents as kept online by “the partners” at the allocated web space, including web-site if any, notes, contacts, schedules, images, or electronic data in any form, etc., may get destroyed completely or in part, “ the company” shall deploy all conscious effort to restore it from a previous back up if one is available. “the partners” indemnifies “ the company” harmless of any claims, damages whatsoever arising out of such a mishap.
- 12 I/we understand that participation in the home based business opportunity is free and purely optional, and by participating in the same, I/we shall become an associate(s) /independent channel partner(s)of “the program”. As an Associate/ICP I shall religiously follow the “associates agreement”, and agree to abide by the same.
- 13 I/we shall not make any false commitment/promises on behalf of “ the company”, and shall be solely responsible for all the promises, declarations, support made by me(us). I understand that I shall update myself regularly by visiting my corresponding website and for all “ the company” notifications, promotions, changes, updates etc. And shall no way hold “ the company” or “the partners” responsible for any miscommunication, misunderstanding to me. In case of any discrepancy, I shall always communicate with “ the company” via email.
- 14 I have read and understood the clause and definitions of cross sponsoring, cross recruiting, wrongful multiple enrollments, penalty clause, limitation of liability, jurisdiction definition, of the associate’s agreement on the website <http://www.dewsoftoverseas.com> and agree to abide by it completely.
- 15 I/we am/are responsible for all personal tax liabilities, “ the company” shall issue me incentive so earned by cutting the applicable T.D.S as set by the government rules and regulations.
- 16 I/we hereby in my whole sense and sensibility declare my nominee for the rightful owner of my business center as mentioned on page 1 in event of my death. I/we have read all the terms and conditions as for the transfer to a nominee as applicable to a business center/ membership, and agree to abide by them. I understand all applicable charges may be deducted from the incentive if any due to me.

- 17 I/we understand that the discount coupon given to me as part of the education promotion scheme, and is valid at participating education academies of DewSoft and other parties as mentioned and updated on the site. It is valid as long as my membership in “the program”. The coupon is not redeemable for cash, or kind and can only be used in redemption of courses above Rs.16,000/- only for furthering education in an academy. “ the company” is not liable to provide free education worth the price of the coupon at any stage.
- 18 I/we understand that as commonly used in the written materials and spoken verbally, when the term, "sell/enroll" and words of similar import are used to describe the enrollment/ sales activities of an associate, this is an abbreviated reference to the promotional activities of an associate with respect to sales and it is understood that all sales are between “ the company” and the purchaser, not between the associate and the purchaser. Likewise, when the term, "recruit" and words of similar import are used to describe the referral and recruiting activities of an associate, this is an abbreviated reference to the team building activities of associate and it is understood that the agreement by which one becomes an associate is between “ the company” and the recruited associate and not between the new associate and the referring associate.
- 19 I/we understand that the agreement shall be construed and enforced in accordance with the laws of the state of New Delhi, India without reference legal principles that would cause the law of another jurisdiction to be applied. Causes of action between the parties hereto of any type, whether based on this agreement, on fraud or any other tort, or grounded in principles of strict liability or statutes of any kind, shall be heard exclusively in a court of competent jurisdiction in New Delhi, India, each party hereby submitting to the jurisdiction of such courts and expressly waiving the right to bring suit in all other courts. In any cause of action the winner shall be entitled to recovery of all court approved attorney fees, court costs and other costs of the action, subject to the maximum of the fees initially paid for the subscription to “the program”.