This Agreement is entered into between Best English Education Services Ltd. (BEESL), a company incorporated under the Companies Act, 1956, having its Registered Office in Mumbai and Corporate Office at Bhopal, Madhya Pradesh (hereinafter referred to as the "Company"), on the one part,

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Any individual applicant (who has attained the age of 18 years or above) or any company that purchases the products/services of the Company, as specified hereinbelow (hereinafter referred to as the "Consumer"), on the other part.

Any such Consumer who agrees to participate in our free Educational Charity Business Plan shall hereinafter be referred to as an "Independent Distributor" (which may also be referred to as "Distributor" or "ID").

The terms Consumer and Distributor shall carry distinct meanings depending on the context, as further detailed below.

The Consumer/Distributor represents and warrants that they have clearly understood the marketing program, compensation plan, and all associated limitations and conditions. The

Consumer/Distributor further affirms that they are not relying on any representations or promises not expressly stated in this Agreement or the Company's official materials.

A Consumer is defined as a person who purchases the Company's product(s) and may choose to convert into an Independent Distributor at any time, as participation in the BEESL Educational Charity Business Opportunity is entirely free and optional.

A Distributor is defined as a person who purchases the Company's product(s) and joins the BEESL Educational Charity Business Opportunity by submitting a duly completed application in the

prescribed format, thereby agreeing to participate in the free and optional business opportunity and accepting the Terms and Conditions as specified on the Company's official website:

www.Bestenglishltd.com (hereinafter referred to as the "Site").

A Consumer/Independent Distributor shall act as an independent entity and shall have no authority to bind the Company to any obligation whatsoever. An Independent Distributor is not an agent,

employee, or legal representative of the Company or its service providers.

The relationship between the Company and the Consumer/Independent Distributor shall come into existence only when this Agreement is duly agreed to and accepted online by the purchasing

Consumer/Distributor. This Agreement shall remain in force for the duration of its validity.

A Consumer/Independent Distributor shall be deemed to have understood and agreed to the Terms and Conditions of this Agreement, which are detailed below.

Terms and Conditions:

As the first step toward joining Best English Education Services Ltd. (BEESL), please read the Rules & Regulations carefully and ensure you understand them completely, as this will help you achieve real success with BEESL.

The applicant is required to thoroughly read and understand the Terms and Conditions, policies, procedures, Code of Ethics, and the Educational Charity Business Opportunities of the Company, as provided on the official website: www.Bestenglishltd.com.

The Application/Agreement Form is considered an official and legally binding contract document.

1. Products

The list of products and their detailed descriptions are available in the Products section of our website. Physical stock may also be available at our authorized franchise outlets or delivery locations. Customers are advised to view the online free product demo before making any purchase. Products can be ordered online through our website. Payment may be made via:

• Demand Draft in favour of "Best English Education Services Ltd", payable at Mumbai or Bhopal, Online fund transfer to the Company's bank account through authorized franchise outlets.

Upon successful payment, the ordered product(s) will be delivered to the purchaser or their authorized representative.

If payment is made via credit/debit card using a payment gateway, a photocopy of the front side of the card and a valid ID proof must be presented at the time of delivery—either at the outlet or when the product is delivered to the purchaser's communication address.

A. All our products are available for demo/display on our website <u>www.bestenglishltd.com</u> and may also be available at most authorized outlets/delivery locations, allowing consumers/"Independent Distributors" to view and experience the products prior to purchase.

B. All consumers and Distributors are advised to watch the online demo clips before placing orders or making payments. Images shown on the website, printed materials, or through other media are for reference only and the actual product may vary.

C. Participation in the BEESL Educational Charity Business Plan is neither compulsory nor mandatory. Purchasers who do not wish to join may opt out by unchecking the "Free & Optional Educational Charity Business Option" box during registration.

However, referrer/enroller details are still required for product purchases. The Company ensures that every purchaser is informed about the products, policies, and the business opportunity, and is properly guided. Such a purchaser is termed a "Consumer."

D. A Consumer who has purchased products may choose to join the Educational Charity Business Opportunity free of cost via their Educational Charity Business Center login (access valid for 365 days). After this period, the Consumer must contact our customer care department with purchase

details to reactivate access and receive the latest company updates before joining the business opportunity.

2. Prices / Payment

A. Updated product packages and price lists are available on the Company website. Payment must be made only after full satisfaction with the product descriptions, features, or online demos. Payments can be made by: Demand Draft in favour of "Best English Education Services Ltd", payable at Mumbai or Bhopal. Through the online payment gateway during order placement.

B. It is mutually agreed that if the Consumer/Distributor is satisfied, the product package amount should reach the Company's Head Office or authorized franchise outlets along with the product purchase order.

C. The Company reserves the right to revise the product pricing or introduce new products/services at additional costs in the future.

D. The Company offers a zero-day cooling-off period from the date of signup on certain standard (general/non-retail) products. However, since BEESL deals in online movie-based educational content, refunds cannot be issued.
E. Images shown on the website or printed materials are for reference only; actual products may vary. Product rates and specifications are also subject to change.

3. Refund Policy – Best English Education Services Ltd.

Refund Eligibility

You are eligible for a 100% refund if you request it within 7 days of your purchase, under any condition, by submitting a written request through our official communication dashboard channel. You are not required to call anyone; simply submit the request. However, if you face any difficulty in doing so, you may contact us through the phone number available on our official website. No questions will be asked – your satisfaction is important to us during this initial period.

Important Note After 7 Days

Best English Education Services Ltd. is currently conducting a National-Level Educational Campaign. To appreciate and reward our participants, Reward Points are allocated to all active associates after the 7-day refund period. These Reward Points are part of our internal incentive system and can be redeemed by achievers for various benefits, services, or products.

Non-Refundable Clause

After the 7-day refund window closes, no refunds will be processed under any condition, as the total contribution is distributed equally among eligible achievers through our Reward Point system. This distribution makes it operationally and ethically impossible to reverse any transaction after the reward points have been distributed.

Acknowledgement

By completing your purchase or joining our program, you acknowledge that you understand and agree to this refund policy. You also agree that any request for refund after 7 days will not be entertained due to the fair distribution structure adopted for all participants who are working to support and uplift grassroots-level individuals across India.

4. Term / Renewal

The term of this Agreement is one (1) year and begins when the applicant (Consumer/"In dependent Distributor") completes registration on the Company's website and the purchase application is received along with the payment.

This Agreement may be renewed for subsequent year(s) if the Distributor meets the Company's

minimum product purchase criteria or other conditions as determined from time to time. Renewal may be automatic if criteria are met.

Distributors may opt out of the Educational Charity Business Opportunity at any time by submitting the required documentation and a formal exit request to our Customer Care Department.

5. Termination: - It is mutually agreed that

A. Consumers/Distributors shall not use the Company's products in violation of any law, public policy, or this Agreement. Reproduction, resale, redistribution, or unlawful use will result in immediate termination, and the individual shall be subject to civil and/or criminal prosecution.

B. Copying or reproducing any part of the product, service package, business plan, or website content constitutes a violation of this Agreement and will lead to immediate termination and legal consequences.

C. Any misrepresentation of the Company's aims and objectives—whether harmful or not—will result in termination of this Agreement and cancellation of all associated rights and obligations.

D. This Agreement will be automatically terminated if a Consumer/Distributor establishes a firm, business, or company with objectives The Company reserves the right to terminate the Agreement without notice if the. E. Similar to those of BEESL.

F. Consumer/Distributor engages in anti-company activities or disrupts any public/private business meeting organized by BEESL.

G. The Company may terminate the Agreement at its sole discretion, with or without notice, if it deems the acts or conduct of the Consumer/ to be detrimental to the Company's interests. Distributor

6. Force Majeure

The parties acknowledge that neither shall be held liable for any delay or failure in performance of their obligations under this Agreement if such delay or failure is due to events beyond their reasonable control, including but not

limited to acts of God, natural disasters, war, acts of terrorism, labour strikes, epidemics, pandemics, civil unrest, technical failures, or changes in applicable laws or governmental regulations ("Force Majeure Events").

In the event of a Force Majeure Event, the affected party shall make reasonable efforts to notify the other party as soon as practicable and shall be excused from performance for the duration of the Force Majeure Event. The Company shall not be held liable for any loss, damage, cost, or expense incurred by the Consumer/Distributor or any third party due to such delays or failures.

Upon cessation of the Force Majeure Event, the affected party shall promptly resume performance of its obligations. However, the Company reserves the right to modify or terminate services, without liability, if the Force Majeure Event continues for an extended period or permanently affects its ability to perform.

7. Security and Account Responsibility Clause

The Consumer/Distributor acknowledges that they are solely and fully responsible for maintaining the confidentiality and security of all passwords, login credentials, and other access information provided by the Company. Any activity conducted through such credentials shall be deemed to have been conducted by the Consumer/Distributor.

In the event of any suspected or actual unauthorized access, the Consumer/Distributor is obligated to notify the Company immediately. Failure to do so may result in suspension or termination of access without prior notice, and the Company shall not be held liable for any resulting consequences.

While the Company implements commercially reasonable security measures to protect its systems and online transactions, it provides no warranties or guarantees against unauthorized access, cyberattacks, or data breaches. The Company shall not be held liable for any loss, damage, or expense incurred due to any such events.

All risks related to account misuse, unauthorized access, or security breaches—whether resulting from negligence, carelessness, or otherwise—shall rest entirely with the Consumer/Distributor. The Consumer/Distributor agrees to indemnify and hold the Company harmless against any claims, damages, or liabilities arising from such incidents.

8. Privacy Statement

A. The Consumer/Distributor hereby expressly agrees and consents that the Company is entitled to request, collect, store, and use personal information, including but not limited to login ID, password, contact details, and other relevant data, at any stage during the use of the Products and Services contemplated under this Agreement.

B. The Consumer/Distributor understands and agrees that the Company and its authorized service partners may utilize the provided login ID and personal information to operate, support, and improve the Company's websites and services, as well as to communicate information about new features, products, or services—whether or not directly related to the Products and Services under this Agreement—offered by the Company or its affiliates.

C. The Company reserves the right to disclose login IDs, passwords, or any other identifying information or codes associated with a Consumer/Distributor to law enforcement authorities, courts, government agencies, or other competent bodies, as may be required by applicable law, court order, or in good faith where such disclosure is reasonably necessary to:

i. comply with legal obligations;

ii. respond to legal processes;

iii. protect the Company's rights, operations, or intellectual property;

iv. ensure the safety and security of users, the Company, or the general public under extraordinary circumstances.

D. The Consumer/Distributor acknowledges and agrees that they are responsible for reviewing and understanding the Company's Privacy Policy and Terms & Conditions available on the official website. By signing this Agreement or registering on the Company's website, the Consumer/Distributor confirms their acceptance of and compliance with the same.

9. Jurisdiction and Disputes Resolution Mechanism.

This Agreement shall be governed by and construed in accordance with the laws of the Union of India. The parties hereby agree that the courts of Mumbai shall have exclusive jurisdiction over all matters arising out of or in connection with this Agreement.

A. All disputes between the Consumer/Distributor and the Company arising directly or indirectly out of or in connection with this Agreement shall first be attempted to be resolved amicably through mutual negotiation. If the dispute is not resolved amicably, it shall be referred to a sole arbitrator appointed solely by the Company in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (as amended from time to time). The venue and seat of arbitration shall be exclusively in Mumbai, and the proceedings shall be conducted in English. The Company may appoint a member of its Management or a Senior Official of Best English Education Services Ltd. as the sole arbitrator.

B. The Consumer/Distributor and the Company expressly agree to submit to the exclusive jurisdiction of the competent courts in Mumbai for any disputes arising out of or relating to this Agreement. All causes of action—whether arising from this Agreement, fraud, tort, or statutory liability—shall be heard only before courts in Mumbai. Each party expressly and irrevocably waives the right to bring or pursue any legal action in any court outside Mumbai.

C. In case of multiple claims or disputes involving the Company and more than one Consumer/Distributor regarding a common cause of action, all such parties consent to a single, consolidated arbitration proceeding. Any award rendered in such arbitration shall be final, binding, and enforceable on all parties involved.

D. The parties acknowledge and agree that, in accordance with Indian law, it is legally permissible to exclusively fix jurisdiction to Mumbai through mutual consent, as set out in this Agreement. Given that the Company's principal office and substantial operations are based in Mumbai, and that part of the cause of action arises there, the exclusive jurisdiction of Mumbai courts shall be valid, binding, and enforceable against both parties.

10. General

A. The Company reserves the right to change the Terms and Conditions of this Agreement under which the Products/Services are offered.

B. "If a Consumer/Distributor damages the credibility of the company, the Company may, at its sole discretion, deny the user access to its website, facilities, products, or services—either before or after the termination of this Agreement—without prior notice or explanation."

C. This Agreement constitutes the entire agreement between the parties on the subject matter. However, the Consumer/Distributor understands that any commitments, terms, and conditions displayed on the Company's website will form an integral part of this Agreement and will be binding on both parties. No additional promises, representations, guarantees, or agreements will be valid unless documented in writing and signed by an authorized representative of the Company (excluding authorized delivery outlet offices).

D. If any Distributor refers or recommends the Company's Products/Services to another prospective user and accepts any facilitation fees or point redemptions offered by the Company, then the Distributor will be bound by the applicable terms and conditions mentioned on the Company's website. Such terms will form a binding contract and be enforceable like this Agreement.

E. The latest version of this Agreement, available on the Company's website, shall be considered the operative version. Any tampering or modification of this Agreement by a Consumer/Distributor with ill intent will result in immediate unilateral termination and potential legal prosecution. This clause applies to all associated terms, including those on other websites operated by the Company or its affiliates.

F. Clause headings are for reference only and shall not affect interpretation.

G. In case of any conflict between this Agreement and any other document, this Agreement shall prevail, regardless of the timing or form of the other document, including those signed or acknowledged by employees, officers, or directors of Best English Education Services Ltd.

H. The Company is not responsible for any loss, damage, or distress suffered by anyone, whether or not a purchaser of the Company's Products/Services, arising from any action taken or not taken based on the Company's business.

I. Distributors must check the legalities of promoting the Educational Charity Business in their own country/state/province. The Company holds no responsibility if such activities are undertaken without legal compliance.

J. In case of any dispute, only the current information available on the website (<u>www.bestenglishltd.com</u>) will be considered valid.

K. Any lawsuit or defamation against the Company by a Consumer/Distributor will immediately stop ongoing point redemptions/facilitation fees (if any) and access to the Company's website and Educational Charity Business Center without notice. However, the product usage will continue.

L. Any Consumer/Distributor found misguiding or spreading misinformation to others about the Company's rules, policies, or activities, whether directly or indirectly, will have their point redemptions suspended immediately without prior notice. Product access will continue since the business opportunity is optional and free.

M. Eligible point redemptions are released only after submission of a valid PAN (photocopy or digital upload on the Company website). If not submitted, TDS will be deducted at a higher government-mandated rate. Point Earnings redemptions become payable from the date the PAN is received.

N. Only information officially available on the Company's website may be shared with other Consumers/Guests for promotional purposes. Violators will be disqualified from promoting the products or business and will lose their eligible point redemptions.

O. If weekly sales are insufficient to trigger point redemption processing, those sales will be carried forward. The Company will determine the minimum sales required for point redemptions, and its decision will be final.

P. Products/Services may be added or removed at any time, and the Company's decision will be final.

Q. If the Company finds any Distributor receiving point redemptions without meaningful contribution or in case of inactivity, point redemptions will be discontinued immediately and without notice.

R. Products must not be purchased under joint names or partnerships.

S. Distributors residing outside India are not permitted to earn point redemptions within India.

T. All queries must be directed to the customer care email ID provided on the Company website's Contact Us page. U. In case of any conflict in translation, the English version of this Agreement shall prevail.

V. Products should be purchased only for genuine use. Purchases made solely for taking advantage of the

Educational Charity Business opportunity are discouraged.

W. Facilitation fees/point redemptions are not a right of any Consumer/Distributor. Only product delivery is assured.

X. To continue receiving sales benefits under the Charity business plan, all conditions in the Educational Charity Business section must be fulfilled. Non-compliance will result in flushing of accumulated sales.

Y. Promoting the business requires marketing/sales skills. Consumers/Distributors are advised not to purchase products solely for making money, as this is not a get-rich-quick scheme. The Company charges only for products, not for the optional business opportunity.

Z. Medium and Top-Level Distributors are expected to actively promote the business, regularly conduct meetings, and avoid involvement in other similar ventures without prior Company approval. Failure to comply will lead to point redemption suspension. The Company's decision in this regard will be final and binding.

AA. It is the duty of the Selling Distributor to provide accurate information and follow all the rules of the Company. It is also the responsibility of the Purchasing Customer to verify all information provided to them by visiting our official website. The Company will not be responsible for any misinformation given by Selling Distributors that is accepted by the Purchasing Customer without verification. However, if a written complaint is received against a Selling Distributor for promoting false information, it shall lead to their immediate termination without any compensation. Any loss incurred by the Purchasing Customer due to misinformation provided by the Selling Distributor—and accepted without verifying the information on our website (www.bestenglishltd.com) will be the joint responsibility of the Purchasing Customer and the Selling Distributor. The Company will not be liable if anyone purchases or sells our product based on incorrect information.

BB. While selling our products, it is the duty of the Selling Distributor to properly demonstrate and explain the product to the Purchasing Customer. Selling Distributors must guide customers to review our Policies, Terms and Conditions, Code of Conduct, and available on our website (www.bestenglishltd.com) before making a purchase. Products should only be purchased when the Purchasing Customer is fully satisfied with the PRODUCT, LEGAL TERMS, and any other information provided on the Company's website. Please note that the Company will not accept any payment without a duly signed DECLARATION on the Application Form by the Purchasing Customer. The Selling Distributor must verify the Customer's signature and confirm that the purchasing Customer is at least 18 years of age. Any failure in fulfilling these responsibilities will be the liability of the Selling Distributor and the Purchasing Customer. Any legal issues arising due to incorrect signatures or false declarations will be the sole responsibility of the Selling Distributor and the Purchasing Customer. The Company will not be liable in any manner.

CC. Any sale made in violation of the Company's Terms and Conditions-whether by misrepresentation or otherwise, and done solely for the purpose of generating "Rewards Point Income"—is strictly prohibited. Any resulting legal issues or losses will be entirely the responsibility of the Selling (Enrolling) Distributor. DD. No Distributor, unless duly authorized by the Company, is permitted to directly or indirectly sell picture books or services created by a Consumer/Distributor to other Consumers, Distributors, or Guests. Any Consumer/Distributor found in violation of this rule-including those involved in the creation or distribution of such unauthorized materials-shall be subject to immediate suspension or termination from the Educational Charity Business Program, at the sole discretion of the Company.

EE. Any Distributor earning income because of rewards point from BEESL is strictly prohibited from joining any other company with a similar nature or marketing plan, either directly or indirectly. Violation of this rule will result in immediate loss of eligibility for further Reward Point income from Best English Education Services Ltd.

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1 FF. Product Purchasing Customers are strictly advised not to make any cash payments to their Product Selling Distributor or any of their upline Consumers/Distributors.

All payments must be made via a Bank Demand Draft drawn infavor of "Best English Education Services Ltd", payable at Mumbai or Bhopal only. The purchaser must retain a photocopy of the Demand Draft carefully. All personal and payment information must be verified by the Purchasing Customer before signing the DECLARATION on the Application Form. Both the Selling Distributor and the Purchasing Customer must keep photocopies of the Welcome Letter and Application Form. The original Application Form must be submitted to the Company along with the payment confirmation. The Company shall not be responsible if any partial or full payment is made to any upline or Selling Distributor, or if the Application Form and Demand Draft do not reach the Company.

GG. All Purchasing Customers shall be deemed to have accepted all Terms and Conditions by checking the CHECKBOX and submitting it during the online registration process.

HH. If the Purchasing Distributor signs the DECLARATION on the Application Form in a language other than

English, the Selling Distributor must ensure that the Purchasing Distributor has clearly understood the Terms & Conditions, and product details. Any dispute arising in this regard will be the responsibility of the Selling Distributor & Buying User/distributor.

II. During Educational Charity Business meetings, seminars, and presentations, all Presenting Consumers/Distributors must promote the BEESL business strictly as per the Terms and Conditions and the business plan available on our website (<u>www.bestenglishltd.com</u>). They must clearly explain and demonstrate the products and guide attendees on how to access and use them. The Company will not be responsible for any legal issues arising due to misrepresentation or false commitments made by Presenting/Selling Distributors.

JJ. Consumers/Distributors are advised to carefully read and understand the policies outlined in the Code of Conduct available on the Company's website. By signing this agreement, Consumers/Distributors are deemed to have accepted and agreed to abide by these policies.

KK. To attract new guests and motivate them to learn and promote Educational our Charity Business, the Company may provide promotional materials, tools, or aids during conventions, seminars, contact workshops, meetings, or other social welfare and development programs organized by the Company, its Distributors, or associated organizations.

LL. If the Company receives a complaint from any Consumer/Distributor that an existing Distributor is misguiding or spreading misinformation about the Company's rules, policies, or operations—either directly or indirectly—the Company reserves the right to suspend all ongoing point redemptions immediately without notice. If it is later proven that the accused Distributor did not violate any rules and followed all FAQs, the complaining party (Consumer/Distributor) or the certifying Distributor (if any) shall be held responsible for the withheld point redemptions. The Company will not pay any commission for the suspended period. If proven innocent, the Company will resume redeem rewards point commission payments from the officially accepted date. MM. Creating multiple positions under the names of family members solely for the purpose of increasing Rewards Point Income is not permitted. If such practice is detected, the income from these additional positions will be stopped immediately. However, access to the product will remain unaffected.

NN. Purchasing Customers wishing to participate in our optional Educational Charity Business must understand that selling and learning to sell are challenging tasks, and training a sales force is even more demanding. Regular participation in training programs organized by

Company-authorized representatives or Distributors is highly recommended, as it significantly contributes to success in promoting our Educational Charity Business for society welfare.

11. Promises by Distributors

Product Selling Distributors are strictly prohibited from making any promise, assurance, representation, or commitment to any prospective Purchasing Customer that is not expressly and officially stated by the Company on its website, within this Agreement, or through other authorized Company materials. Any verbal, written, or implied commitment made by a Distributor outside the officially documented policies shall be deemed unauthorized and invalid.

The Company shall bear no responsibility or liability whatsoever for any act of omission, commission, misrepresentation, or false commitment made by any Consumer/Distributor while presenting, promoting, or introducing the Company's Best Picture Book, Products, Packages, or Services. The Company shall not be held accountable for any misleading claims, unauthorized guarantees, or informal assurances made by any individual Distributor.

In the event that a Distributor makes such unauthorized claims during or prior to entering into this Agreement, the affected prospective Customer may lodge a written complaint directly with the Company. Upon review, the Company may take appropriate disciplinary or legal action against the offending Distributor. However, under no circumstances shall the Company be held liable for any loss, damage, or expectation arising from such individual misconduct. All liability in such cases shall rest solely with the Distributor concerned.

12. Cross Sponsoring / Cross Recruiting

Consumers/Distributors understand that cross sponsoring, cross recruiting, and cross-line jumping is strictly prohibited under the Company's Educational Charity Business Program. Violation of this policy may result in penalties including, but not limited to, suspension, cancellation, or revocation of their products, services, or packages. In certain cases, it may also lead to immediate termination of this Agreement, without the disbursement of any benefits, revenue, or redeemable reward points that would otherwise be payable to such Distributors or prospective applicants.

"Cross sponsoring" refers to soliciting a Consumer / Distributor or any closely related person or entity into a downline different from the one they are currently placed in.

"Cross jumping" means a Consumer / Distributor or a closely related person or entity voluntarily taking a position in the Educational Charity Business that is outside their original downline.

A "closely related person or entity" refers to any individual residing in the same household as the Consumer/Distributor (e.g., spouse, son, daughter, or parents), or any legal entity that is directly or indirectly controlled by the Consumer/Distributor.

This definition also includes any person with whom the Consumer/Distributor shares financial interests or decisionmaking authority in connection with business operations. The Company may consider such relationships as grounds for determining violations related to cross sponsoring, cross recruiting, or other policy breaches.

13. Policy on Bulk Purchase and Use of Educational Packages

Any company, individual, or legal entity may purchase more than three (3) standard Best Picture Book or Educational Product Packages strictly for charitable purposes, such as providing free education to underprivileged children. Such purchases require prior written approval from the Company and submission of verifiable documentation, including PAN and Aadhaar details of each intended beneficiary. The Company reserves the right to reject any application at its sole discretion.

The Company strictly prohibits the bulk purchase of products for the purpose of earning or maximizing Royalty Reward Points or deriving benefits under its Rewards or Compensation Plan. Such misuse will be considered a serious violation of the Company's policies.

Any Consumer/Distributor found promoting, facilitating, or engaging in such unauthorized practices shall face immediate penalties, which may include termination of membership, cancellation of packages, forfeiture of all associated rewards, and legal action if deemed necessary.

If multiple packages are purchased with the intent of earning Royalty Reward Points, the buyer must donate all packages for the sole purpose of free education to underprivileged individuals. Non-compliance with this condition will result in the entire purchase being declared invalid and non-refundable after seven (7) days from the date of purchase. No exceptions shall be made under any circumstances.

14. Rewards Points Representation

No Consumer/Distributor is entitled to receive any Rewards Points solely by introducing another person as a Consumer or Distributor into the program. The Company makes no guarantees that any Product Purchaser, Consumer, or Distributor will receive any specific number of Rewards Points under this program. All Rewards Points are based strictly on the individual Distributor's personal efforts, product sales performance, and active participation in accordance with the Company's guidelines. Only qualified *selling* Distributors and their *eligible downline and upline* members may be awarded Rewards Points based on actual product sales. Distributors are strictly prohibited from making any representations regarding potential Rewards Points unless such claims are explicitly stated in official Company materials. Any exaggerated, misleading, or unauthorized claims may result in disciplinary action, including suspension or termination. Distributors understand that any additional income or benefits obtained from sources outside the Company must be reported to the appropriate authorities at their own responsibility.

The Company shall bear no liability for any income or revenue unrelated to its official Rewards Points program. Furthermore, registration with the Company alone does not entitle any Consumer, Product Purchaser, or Distributor to receive Rewards Points. All benefits are subject to eligibility and compliance with Company policies.

15. Links to Third-Party Sites

The official website <u>www.bestenglishltd.com</u> may contain links to third-party websites that are operated independently by individuals or organizations other than the company. These links are provided solely for the convenience of Consumers / Distributors.

Best English Education services Ltd. does not control, monitor, or endorse the content, policies, or practices of these external websites and therefore assumes no responsibility or liability for any content, services, or materials available through them.

The presence of any such links on <u>www.bestenglishltd.com</u> does not imply any endorsement, recommendation, or association with the operators of those websites.

16. Disclaimer of Warranties and Limitation of Liability

The information, software, products, and services—**including the content available on our website and pages linked from <u>www.bestenglishltd.com**—may</u> contain inaccuracies or typographical errors. The company reserves the right to make changes and updates to this information at any time without prior notice.

Best English Ltd. and/or its respective suppliers expressly disclaim all warranties and conditions, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, with respect to the information, software, products, and services provided.

In no event shall Best English Ltd. and/or its suppliers be held liable for any direct, indirect, punitive, incidental, special, consequential, or other damages, including without limitation, damages for loss of use, data, or profits, arising out of or in any way connected with the use or performance of BEESL products, whether such liability is based on contract, tort, strict liability, or otherwise, even if the company or any of its suppliers has been advised of the possibility of such damages.

17. Service Contact

For any queries, complaints, or suggestions, Consumers / Distributors are requested to contact our Customer Support Team through the official email addresses provided on our website: <u>www.bestenglishltd.com</u>, or by directly writing to <u>Contact@bestenglishltd.com</u>.

18. Association / Relationship

By agreeing to this Agreement, all Consumers, Customers, and Distributors expressly acknowledge and accept that no form of partnership, joint venture, employment, franchise, agency, or other legal relationship is created between them and Best English Ltd. Participation in any company program, access to services, or purchase of products does not grant any authority to represent, bind, or speak on behalf of Best English Ltd. in any manner. All individuals act solely as independent participants, and the company shall not be held liable for any claims, representations, or actions made by any Consumer, Customer, or Distributor.

19. Copyright and Trademark Notices

All content displayed on the official website <u>www.bestenglishltd.com</u>, including but not limited to text, graphics, logos, product designs, images, software, training material, courseware, and artwork, is the exclusive intellectual property of Best English Education Services Ltd. and/or its authorized suppliers and is protected under applicable copyright, trademark, and intellectual property laws.

Best English Education Services Ltd. retains full ownership, rights, and control over all such content. No part of the website or its contents may be copied, reproduced, modified, republished, uploaded, posted, transmitted, or distributed in any form or by any means, without the prior written consent of the company.

The name Best English Education Services Ltd., its logo, brand identity, the website <u>www.bestenglishltd.com</u>, all related product and service names, design marks, and slogans are registered trademarks, unregistered trademarks, and/or service marks owned exclusively by the company. Any unauthorized use or misuse of these trademarks is strictly prohibited and may result in legal action under civil and criminal laws. References to third-party trademarks (if any) are for identification purposes only and remain the property of their respective owners.

20. Transfer of Product / Educational Charity Business

To uphold the integrity and structure of the company's sales and charity-based educational program, any Consumer / Distributor who wishes to transfer ownership of their product and the associated Educational Charity Business Center must first seek assistance from their Sponsoring / Enrolling Distributor.

If the Sponsoring / Enrolling Distributor refuses or is unable to process the transfer, the Consumer / Distributor may propose the transfer of the Product and Business Center to another individual, strictly under the same terms and conditions as originally offered.

Important Conditions:

- All transfers are subject to prior written approval by Best English Ltd.
- The transfer must be completed through the company's prescribed procedure, including the submission of a duly filled transfer form or legal affidavit.
- A non-refundable processing fee will apply to all such transfer requests.

In case of corporate or legal entity ownership:

Any transfer of a company or legal entity that holds an Educational Charity Business Center shall be considered a direct transfer of the Business Center and will be governed by the same rules and procedures as above. In the event of death:

• A Consumer / Distributor's ID and associated Business Center may be transferred through a legally valid Will, or in the absence of such, to legal heirs as per applicable succession laws.

- For Business Centers owned by a legal entity, the Center itself remains intact. Ownership of the entity may pass to heirs, but the Business Center's ownership remains unchanged. Disclaimer & Company Rights: Best English Ltd. reserves the absolute right to:
- Approve or reject any transfer request at its sole discretion;
- Impose deductions, delays, or withholdings on facilitation fees (earned or to be earned) during or after the transfer process;
- Interpret and finalize any disputes or ambiguities related to ownership or succession.

All decisions made by the company in relation to transfers shall be final, binding, and not subject to challenge.Information about Consumers / Distributors

All Consumers / Distributors are mandatorily required to provide complete, accurate, and truthful information to the company in the prescribed format at the time of enrollment or engagement.

It is the sole responsibility of the Consumer / Distributor to promptly update their registered details (such as address, email, contact number, banking details, etc.) in the event of any changes.

Best English Ltd. shall not be held liable for any delay, failure, or loss of communication, services, or benefits arising due to the Consumer's / Distributor's failure to maintain up-to-date records. All consequences arising from such negligence shall be borne entirely by the Consumer / Distributor.

21. Re-joining

A Consumer / Distributor may voluntarily terminate this Agreement at any time by providing the company with at least one (1) month's prior written notice, clearly stating the reason for such termination. Upon termination, the individual shall be restricted from re-joining as a Distributor under any name, ID, or entity for a minimum period of six (6) months from the effective date of termination.

If a Consumer / Distributor attempts to Re-join the company—directly or indirectly, online or offline—in violation of this re-joining policy, such registration shall be immediately terminated without notice, and the individual shall forfeit any right to earnings, revenue, or rewards point pay out associated with the new position.

Any such re-registration shall be treated as null and void ab initio (invalid from the beginning), and the company reserves the right to take disciplinary or legal action for breach of policy.

22.Indemnity

The Consumer / Distributor hereby unconditionally agrees to indemnify, defend, and hold harmless Best English Ltd. (BEESL), its directors, officers, employees, agents, and affiliates, from and against any and all claims, losses, liabilities, damages, penalties, costs, and expenses, including but not limited to reasonable legal fees and interest thereon, which may be incurred, sustained, or imposed upon BEESL as a result of:

- any act of negligence, misconduct, fraud, misrepresentation, or non-compliance by the Consumer / Distributor,
- any breach or non-performance of obligations, warranties, covenants, or representations made under these Terms,
- or any third-party claims arising due to the actions or omissions of the Consumer / Distributor.
- This indemnity shall survive the termination or expiration of this Agreement and shall remain in full force and effect.
- BEESL shall have the right to recover such amounts without notice, and the Consumer / Distributor shall be bound to reimburse the same without objection.

23. Rural Development Charity Initiative

All participants hereby acknowledge and agree that Best English Education Services Ltd. (BEESL) operates its Educational Charity Business Plan as a part-time, voluntary social initiative aimed at promoting rural development and nationwide educational upliftment. This initiative is fundamentally charitable in nature, designed to empower underprivileged communities through practical learning, awareness, and developmental opportunities. Participation in this program shall not create any contractual right, employment relationship, or financial entitlement of any kind. The Reward Points distributed under this initiative are offered solely as a token of appreciation and goodwill. These points may be redeemed or utilized for limited benefits, strictly as determined by the Company and subject to internal policies, availability, and system-defined conditions. Reward Points are not considered income, commission, or incentive, and shall not be treated as such under any circumstances. Furthermore, once Reward Points have been issued—following the expiration of the 7-day refund period—no participant, team member, or associate shall be entitled to request or claim a refund from the Company. No legal claim, refund request, or demand shall be maintainable or entertained by the Company in connection with participation, Reward Points, or any outcomes under this rural development initiative. This clause shall serve as a full and final disclaimer, and all participants shall be deemed to have accepted it unconditionally at the time of registration.

24. Participation and Disclaimer: -Important Please Read Carefully

This section outlines the terms of Consumer / Distributor participation and disclaimers associated with using the products, services, and website of Best English Ltd. (BEESL). All Consumers / Distributors are expected to read and understand the following terms before proceeding.

A. Acceptance of Agreement

By checking the checkbox and submitting it during the online registration or product ordering process, the Consumer / Distributor is deemed to have read, understood, and legally accepted the terms and conditions of this Participation and Disclaimer Agreement. This constitutes a legally binding agreement between the user (individual, company, or legal entity) and Best English Education Services Ltd.

B. Eligibility-To become a BEESL Distributor, the applicant must be 18 years of age or older at the time of registration. The company reserves the right to request age proof and disqualify any applicant found to be underage. C. Modification of Terms-The company reserves the sole right to modify, update, or discontinue any part of its participation terms, product purchase terms, customer registration process, or program structure at any time, with or without prior notice. All changes shall be effective immediately upon being posted on the official website: <u>www.bestenglishltd.com</u>.

D. Website Information and Accuracy-The information provided on the BEESL website, including text, graphics, links, tools, or any other materials, may contain typographical or technical errors. The company is not liable for any such inaccuracies. All information is subject to change, correction, or improvement without notice. BEESL does not guarantee the accuracy, reliability, or completeness of website content or any content on linked external websites. Users accessing such material do so entirely at their own risk.

E. Disclaimer of Warranties-All information and services provided on the BEESL website are offered strictly "as is" and "as available," without warranties of any kind, either express or implied, including but not limited to warranties of:

- Merchantability
- Fitness for a particular purpose
- Non-infringement
- Title

BEESL makes no representation or warranty regarding:

- The uninterrupted or error-free operation of the website
- The correction of defects
- The website being free of viruses or other harmful components
- F. Website Usability and Account Responsibility

To access BEESL products or services, all users must complete the registration process and create a secure account. Upon successful registration, users will be assigned an Educational Charity Business Center and login credentials. Users are solely responsible for:

- Maintaining the confidentiality of their login credentials
- All activity conducted through their account

Users agree to: Immediately notify BEESL of any unauthorized use or security breach

Log out after each session and close the browser window as a safety precaution

BEESL shall not be held liable for any loss or damage resulting from a user's failure to comply with these responsibilities.

G. User Obligations-By using the BEESL website or participating in its programs, users confirm that they:

- Are legally competent to enter into a binding agreement under Indian law
- Will provide true, accurate, current, and complete information

The company reserves the right to suspend or permanently terminate any account that is found to contain false, misleading, or incomplete information.

H. Age Restrictions- BEESL does not sell products or services to children. Users under the age of 18 may only access the site under the direct supervision and consent of a parent or legal guardian. Minors must not submit personal information on the site.

I. Prohibited Conduct-Users agree not to engage in any of the following activities on or through the BEESL website:

- Defaming, harassing, stalking, or threatening others
- Impersonating others or submitting false identity information
- Posting unlawful, harmful, obscene, or hateful content
- Sharing personal contact or sensitive details publicly
- Uploading content or materials without appropriate ownership or rights
- Transmitting malware, viruses, or harmful code
- Participating in chain letters, spamming, or pyramid schemes
- Violating intellectual property rights or applicable laws
- Attempting to hack, reverse-engineer, or tamper with website operations

Any such activities may result in account termination, legal action, or both.

J. Agreement with Terms

By registering on the website or signing any BEESL agreement, users are deemed to have accepted the full Terms of Use, Privacy Policy, and all operational policies posted on <u>www.bestenglishltd.com</u>.

K. Legal Jurisdiction

This Agreement shall be governed by and interpreted in accordance with the laws of India. Any disputes shall fall under the exclusive jurisdiction of the courts located in Mumbai, Maharashtra, India.

L. Contact and Reporting

- For abuse or policy violations: <u>report@bestenglishltd.com</u>
- For account or agreement-related issues: contact@bestenglishltd.com
- For immediate help: Use the "Contact Us" section on the website

M. Company's Reserved Rights BEESL reserves the absolute right to:-

- Right to Modify Products, Rewards Business Plan, and Policies
- The Company reserves the full right, at its sole discretion, to modify, update, discontinue, or replace any of its products, the Educational Charity Business Plan, compensation structure, terms of use, and website policies at any time, without prior notice.
- Such changes shall be considered immediately binding and applicable to all users of the Company's platform, including but not limited to Visitors, Consumers, and Distributors. Continued use of the website, participation in the business plan, or engagement with any Company product or service after the implementation of such changes shall constitute full acceptance of the revised terms.
- The Company shall not be held liable for any loss, inconvenience, or consequence resulting from such modifications or discontinuations.
- The Company reserves the right to deny access or terminate any account without prior notice in cases where a Consumer/Distributor is found to be damaging the reputation of the Company or its Directors.

Learn Best, Earn Best ISO 9001:2015