

## OVERSEAS SUBSCRIBER GUIDELINE POLICY- 2024

This Subscriber guidelines governs the Subscribership with Vanigam Global Business Connect, India [Vanigam]. The Subscriber guidelines shall be binding on all Subscribers during their Subscribership with Vanigam. These guidelines are subject to amendments or modifications from time to time. Any such change shall take effect from such effective date as notified by Vanigam.

### 1. OVERSEAS CHAPTERS

- 1.1 All meetings of Overseas Chapters will be conducted through online platform from India. All Overseas Chapters shall be classified as online Chapters.
- 1.2 Vanigam shall always be recognized as an entity having operations only in India. For all purposes, the overseas Subscribers shall be treated as Online subscribers only.
- 1.3 Vanigam shall not be deemed to have place of business in any country other than India. All the transactions, meetings shall be deemed to have originated and conducted from India.
- 1.4 No Subscriber in an overseas location shall be identified or claim as an organizer or office bearer of Vanigam. Now there is no category restriction for Vanigam subscribers

### 2. SUBSCRIBER ELIGIBILITY

- 2.1 One individual from a profession or classification shall be eligible to become a Subscriber of Vanigam and business entities shall not be eligible for Subscribership.
- 2.2 Individual who intends to represent a profession or classification shall have it as his/her primary occupation and not as apart-time occupation or business.
- 2.3 Individual intending to become a Subscriber shall be a business owner with not less than one year experience in the relevant profession or classification. Subscribership is restricted to business owners only. Employees are not eligible for Subscribership in Vanigam.
- 2.4 Individual shall have completed the age of 21 years
- 2.5 Individual should not have been declared as an insolvent, person of unsound mind, convicted for any offence.
- 2.6 Individual shall attend not less than one meeting before acquiring subscribership.
- 2.7 Vanigam Create Vanigam Starters Separate free Whatsapp Group for Certain period. After they become a Subscribers

### 3. SUBSCRIBER OBLIGATIONS

- 3.1 Subscriber shall strictly adhere to Code of Conduct for Subscribers as stipulated by Vanigam from time to time.
- 3.2 A Subscriber shall attend minimum number of meetings as stipulated by Vanigam from time to time, to retain the Subscribership.
- 3.3 Subscriber shall maintain the minimum number of referrals, as fixed by Vanigam from time to time, to retain their Subscribership.
- 3.4 Subscribers shall actively participate in activities conducted through online platform of Vanigam.
- 3.5 Subscriber shall update their business developments in Vanigam mobile app.
- 3.6 Subscriber shall pay the Subscriber fees properly and without any delay or demur.

### 4. CODE OF CONDUCT

- 4.1 Subscriber shall strictly adhere and bound by the code of conduct as stipulated by Vanigam from time to time.
- 4.2 Subscriber shall be required to uphold Vanigam core values such as transparency, integrity, discipline and compliance with applicable law.
- 4.3 Subscriber shall not engage in discrimination on the grounds of race, religion, language and other grounds and shall respect every country, religion, culture, values and beliefs without any bias and compromise.
- 4.4 Subscribers shall not discuss politics, religion, other forum information and other subjects irrelevant to business networking.
- 4.5 The Member shall not carry on Multilevel Marketing [MLM], crypto currency trading-Bitcoin, Chit Funds, Ponzi schemes, Any Investments, or any other businesses which are prohibited by law. (These categories Not Available in Vanigam)
- 4.6 Subscriber shall not send spam or irrelevant messages, unrelated advertisements & marketing materials in Vanigam platforms and communication groups.
- 4.7 Subscriber shall not invite or solicit other subscribers to become part of or participate other forums and groups
- 4.8 Subscriber shall not give or take loans from other Subscribers.
- 4.9 Subscriber shall not invest or enter a partnership or business association with other Subscribers
- 4.10 Subscriber shall not seek commission, brokerage or any other monetary gain for passing of referrals
- 4.11 Subscriber shall adhere to dress code and not use alcohol, cigarettes or any other items prohibited by law during all meetings.
- 4.12 Subscriber shall strictly follow the rules and regulations for fair use of social media
- 4.13 Subscriber shall not be entitled to attend other chapter meetings in which he/she is not a member.
- 4.14 Subscriber shall connect other members through proper channels only.

4.15 Digital marketing & Video Productions Services already Vanigam group Company (Ideamart) moral support for vanigam. So these categories also not available

## 5. MODE OF MEETINGS

- 5.1 All Overseas Vanigam meetings will be conducted through Online Platform from India.
- 5.2 Overseas Subscribers may meet each other, at their own volition and expense, subject to compliance with local laws.
- 5.3 Vanigam shall not be deemed to be an organizer of any direct meetings between Subscribers.
- 5.4 Vanigam shall not be liable to conduct or be answerable for any meetings conducted at overseas locations.
- 5.5 Vanigam shall not be liable to obtain any permissions, registrations, licenses or incur expenses during voluntary direct meetings among the Subscribers in an overseas location.

## 6. CONDUCT OF MEETINGS

### 6.1 Regular Meetings:

- 6.1.1 Regular Meetings will be conducted through online from India on quarterly basis or as decided by Vanigam.
- 6.1.2 Regular Meetings shall be attended by all Subscribers.
- 6.1.3 Subscriber shall strictly adhere to code of conduct relating to regular meetings.
- 6.1.4 Every Subscriber shall provide not less than 3 referrals per month.
- 6.1.5 Every Subscriber shall attend the meeting on time and shall ensure his attendance throughout the meeting.

### 6.2 Pocket Meetings:

- 6.2.1 Pocket Meetings will be conducted every week through online
- 6.2.2 Pocket meeting shall be attended by not more than 15 Subscribers.
- 6.2.3 Subscriber shall attend at least three pocket meeting in a month
- 6.2.4 Pocket Meeting will be conducted on behalf of one of the Subscribers
- 6.2.5 Subscriber may invite visitors to pocket meetings.
- 6.2.6 The meeting shall not extend beyond 3 hours.

### 6.3 A/V MEETINGS:

- 6.3.1 A/V meetings will be conducted 3 month once
- 6.3.2 All Subscribers can attend A/V meetings.
- 6.3.3 Subscriber shall attend at least three A/V meeting in a Year
- 6.3.4 Subscriber may invite visitors to A/V meetings.
- 6.3.5 The meeting shall not extend beyond 3 hours.

### 6.4 M2M MEETINGS:

- 6.4.1 Subscriber shall attend at least 4 M2M meetings in a month
- 6.4.2 Subscriber shall meet with at least 4 members individually through online in a month

### 6.5 LIVE TRAININGS:

- 6.5.1 Live training will be conducted through online from India once in every 2 months or as decided by Vanigam to impart knowledge and skills to Subscribers
- 6.5.2 Subscriber shall attend at least four live training in a year

## 6.6 ATTENDANCE IN MEETINGS:

- 6.6.1 Every Subscriber shall be required to attend 3 online Quarterly chapter Meetings in a year;
- 6.6.2 If any Subscriber fails to attend regular meeting in a quarter, then his/her category shall be deemed to be vacated and shall be announced as open for subscribers.
- 6.6.3 If the absence to a meeting is due to medical reasons, he/she may not be removed provided he/she provides proof of ailment.
- 6.6.4 A Subscriber may take up to 8 week's medical leave with prior approval, provided the fees is pre-paid for that period.
- 6.6.5 If a Subscriber is unable to attend a meeting, he may appoint a substitute who shall be any person other than another Subscriber to attend in his place and the presence of such substitute shall be deemed as the Subscriber being present in the meeting.
- 6.6.6 Subscriber may invite visitors from overseas chapters. Such visitors shall not seek any business through Vanigam, unless they become Subscribers.

## 7. FEES

- 7.1 Subscriber shall pay annual online subscription fee every year as fixed by Vanigam.
- 7.2 Any payment made by the Subscriber is subject to applicable taxes in India.
- 7.3 Subscriber shall bear the bank charges and transaction charges, if any.
- 7.4 All payments shall be remitted in US Dollars or AED only.
- 7.5 The subscription fee shall be payable 30 days prior to the due date and subject to late charges in case of delayed payment.
- 7.6 Any fees, charges or payment made to Vanigam is non-refundable. Subscriber shall not be entitled to seek refund or reduction due to any reasons whatsoever.

## 8. RENEWAL

- 8.1 Subscriber shall renew the Subscribership every year subject to payment of annual Subscriber fee prior to 30 days to expiry of the term.
- 8.2 Renewal is not automatic but subject to the discretion of Vanigam. Decision of Vanigam shall be final and binding on the Subscriber.
- 8.3 Upon expiration of renewal period, the Subscribership shall stand terminated and the category shall be open for new Subscribers.
- 8.4 Renewal charges may vary from year to year and subject to applicable taxes in India.

## 9. WITHDRAWAL

- 9.1 A Subscriber may withdraw from Vanigam any time, subject to prior intimation to Vanigam.
- 9.2 Subscriber shall return all the printed/electronic materials on withdrawal of Subscribership.
- 9.3 Subscriber shall be strictly prohibited from using Vanigam related information or materials after withdrawal of Subscribership.
- 9.4 A Subscriber shall not be entitled to join the same chapter after withdrawal or termination of Subscribership.

## 10. CHANGE IN CATEGORY & REVOCATION OF MEMBERSHIP:

- 10.1 A Subscriber shall not be entitled to change his/her category in a chapter
- 10.2 No person belonging to Subscriber's business entity shall be entitled to become a subscriber of other chapter of Vanigam.
- 10.3 If a Subscriber commits any act which is against the interest of Vanigam or any other Subscriber resulting in dispute or is engaged in any misconduct, then Vanigam shall have the right to revoke the subscribership of such Subscriber with immediate effect.
- 10.4 If a Subscriber fails to comply with or breaches any of the guidelines and policies, then Vanigam shall have the right to terminate such Subscriber with immediate effect.
- 10.5 If a Subscriber is alleged to have engaged in any misconduct, then Vanigam shall be entitled to immediately terminate the Subscriber in question, apart from recommending initiation of legal proceedings against such Subscriber.

## 11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 Vanigam owns all right, title and interest including without limitation all copyrights, patent rights, trademark, service mark rights, trade secret rights, other intellectual property rights all over the world in and to all the products and associated electronic & printed materials and Internet-based services provided by Vanigam and such items may only be used by the Subscriber as expressly permitted hereunder.
- 11.2 The Subscriber shall protect, preserve and maintain Vanigam's trademarks, trade names, copyrights, patents, designs and all intellectual property of whatsoever nature and shall not allow others to misuse the same.
- 11.3 It is hereby expressly agreed and declared that nothing herein contained, gives or transfers or is intended to give or transfer to Subscriber, in part or in full, present or future, any right, title or interest of any nature whatsoever to or in respect of any trademark, trade name, patent, copyrights, any other intellectual property rights, substantive derivatives thereof, etc. used by Vanigam which at all times will remain Vanigam's exclusive and absolute property.
- 11.4 The Subscriber shall not at any time,
  - (a) Remove, alter or otherwise modify, apply for or obtain any copyright, trademark or other materials of proprietary interest owned by vanigam.
  - (b) Use or permit to be used the trademarks or any other intellectual property belonging to or used by Vanigam by any person, firm, body corporate or authority.
- 11.5 Vanigam shall be entitled to seek adequate damages and compensation from the Subscriber in case of any breach of this clause by such Subscriber.

## 12. PRESERVATION OF INFORMATION

- 12.1 Subscriber shall not share Vanigam activities or other information through any social media platform without prior consent of Vanigam.
- 12.2 Vanigam Subscriber lists are for the purposes of passing referrals only and not for soliciting (via any means) other businesses or purposes.

## 13. RIGHTS OF VANIGAM

- 13.1 Subscriber hereby consents that, Vanigam has the right to record all the meetings, interviews, trainings, testimonials, debates, programmes and other events in which Subscriber participates during the term.
- 13.2 Vanigam shall be entitled to promote such content on various platforms. Subscriber shall not have any claim or right over such content.
- 13.3 Vanigam shall be entitled to circulate the profile, photos, business and contact details of subscribers for increasing business opportunities of the Subscribers. Such action shall not be treated as breach of privacy or confidential information.

## 14. RIGHT TO SUE:

- 14.1 No Subscribers shall have right to sue any other Subscribers or Vanigam in any court of law located outside India
- 14.2 Vanigam shall not be responsible for any such suit, claim, compliant as against any Subscribers of Vanigam.
- 14.3 Vanigam shall not indemnify any such Subscribers for against suits filed abroad

## 15. LIMITATION OF LIABILITY

- 15.1 Vanigam is an online platform for business referrals, knowledge sharing purpose only. Vanigam doesn't guarantee any minimum business opportunity or profits for its Subscribers.
- 15.2 Subscriber shall not be entitled to seek any royalty, commission, share in revenue or profits of Vanigam due to any reason whatsoever.
- 15.3 Vanigam shall not be liable for any business, financial transactions and other disputes arising between the Subscribers.
- 15.4 In no event will Vanigam be liable for any direct, indirect, actual, punitive, special, incidental or consequential damages in connection with or arising out of any business, financial transactions or any other disputes whatsoever between the Subscribers (including loss of business, revenue, profits, use, data or other economic advantage), however caused and regardless of any theory of liability, even if Vanigam has been previously advised of the possibility of such damages.
- 15.5 Similarly, no Subscriber shall be liable for referral of any business to a Subscriber of Vanigam. Each

Subscriber shall exercise caution, due diligence and conduct the business transaction based on the referral at their own cost and risk.

## 16. INDEMNITY

- 16.1 Subscriber hereby agrees to indemnify and undertakes to fully compensate Vanigam and hold Vanigam harmless at all times from any loss, claim, prejudice, damage, costs, taxes, duties, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees and legal costs to which Vanigam may be subjected as a result of the Subscriber's acts or omissions.
- 16.2 Vanigam shall not be liable to indemnify the Subscriber in any circumstance whatsoever. Vanigam shall not be made a party to any dispute or transactions carried out by a Subscriber.
- 16.3 Subscriber hereby expressly waives any right to make any claim against Vanigam for any dispute in any nature whatsoever.
- 16.4 Subscriber hereby expressly waives his/her right to make any claim against other Subscribers for any risk, loss, expense incurred for carrying out business transactions based on other Subscribers' referrals.

## 17. GENERAL PROVISIONS:

### 17.1 STATUS OF PARTIES

- 17.1.1 The relationship between Vanigam and Subscriber is on "Principal to Principal" basis. No Subscriber shall be deemed to be an employee, agent, or representative of Vanigam.
- 17.1.2 Nothing in this Agreement shall be deemed to create a joint venture, partnership or agency between the parties.
- 17.1.3 No Subscriber will have the right, power, or authority to act or to create any obligation on behalf of the other Subscribers or Vanigam.
- 17.1.4 Vanigam shall not be held liable for any acts or omissions of a Subscriber.

### 17.2 LEGAL & STATUTORY COMPLIANCES

- 17.2.1 Subscriber shall be solely responsible for and undertake to strictly comply with all the laws, regulations and requirements of the Government having jurisdiction in any manner whatsoever in connection with his/her business or occupation.
- 17.2.2 Subscriber shall follow all Vanigam related activities, referrals and business dealings such as programs, online meetings, etc., subject to the applicable law.

### 17.3 INVALIDITY

In the event any one or more of the provisions of the Subscriber Agreement, guidelines, policy shall for any reason, be held to be invalid, illegal or unenforceable, then the remaining provisions shall be unaffected, and the invalid, illegal or unenforceable provision(s) shall be replaced by an acceptable provision(s), which being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision(s).

### 17.4 NON-WAIVER

No omission or delay on the part of any Vanigam in requiring a due and punctual fulfilment by Subscriber of his/her obligations hereunder shall be deemed to constitute a waiver of any of Vanigam's rights to require such due and punctual fulfilment and in any event shall not constitute or be construed as a continuing waiver and/or as a waiver of other or subsequent breaches of the same or other (similar or otherwise) obligations of Subscriber or as a waiver of any remedy.

### 17.5 MODIFICATION OR AMENDMENT

- 17.5.1 Vanigam policies may vary from place to place and subject to amendment from time to time.
- 17.5.2 Vanigam is not required to obtain consent or intimate Subscribers prior to making such amendments or modifications.
- 17.5.3 Any amendment in policies, guidelines and code of conduct will be communicated to Subscribers and binding on them from such effective date.

### 17.6 ENTIRETY OF AGREEMENT

Subscriber Agreement together with all policies, guidelines, code of conduct and other terms & conditions as amended and incorporated from time to time constitute the entire agreement between the parties and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between



the parties with respect to the subject matter hereof. Subscriber hereby agrees to be bound by all such rules, guidelines, regulations, code of conduct as implemented from time to time.

## 17.7 ACCEPTANCE OF GUIDELINES:

Subscriber's acceptance and continuation of Subscribership is an authentic confirmation that, the Subscriber has read, understood and agree to all such conditions. Vanigam shall not be required to obtain separate consent or agreement with the Subscribers.

## 17.8 GOVERNING LAW AND JURISDICTION

- 17.8.1 This agreement shall be construed in accordance with the laws in force in India.
- 17.8.2 Any or all disputes arising out of this agreement shall be subjected to the exclusive jurisdiction of the Courts situated at Chennai, Tamilnadu, India.
- 17.8.3 No other courts or forum except the courts situated in Chennai shall have jurisdiction to entertain or adjudicate any disputes.
- 17.8.4 Although we commit to the General Terms and Conditions, there may be differences in the Meetings and Trainings if an emergency occurs such as Covid.