? SIGMA QR

Partner Terms & Conditions

Applies to every Channel Partner, Distributor, Dealer, Reseller and Referral Partner appointed by SIGMA QR.

1. **Definitions.** SIGMA QR is a product, platform and/or service developed, owned and operated by DNET Web Services ("DNET", "we", "us" or "our"). "Company" in this Agreement means DNET Web Services, the owner and operator of SIGMA QR. "Partner" means the individual or entity appointed as a Channel Partner, Distributor, Dealer, Reseller, or Referral Partner under this Agreement, as reflected in the appointment communication sent to them.

2. **Nature of engagement.** This Agreement creates an independent business/referral partnership only. The Partner is not an employee, worker, or agent of the Company (except where expressly authorised in writing), and no employer-employee relationship is created by this Agreement or by any appointment letter issued under it.

3. **No salary or fixed pay.** The Company does not pay any salary, wage, retainer, or other fixed remuneration to the Partner. The Partner is compensated **only through commission/incentive earned on actual business (paid subscriptions/orders) generated** through their referral code or downline, calculated as per the Commission Rules published by the Company from time to time.

4. **Commission rules may change.** Commission rates, slabs, caps and eligibility rules may be revised by the Company at its sole discretion, with prospective effect. Changes will be communicated through the partner portal or by email.

5. **No guaranteed income.** The Company makes no representation, warranty or guarantee of any minimum business volume, number of clients, or income to the Partner at any tier.

6. **Targets and promotion.** The Company may set periodic performance targets for the Partner. Consistent achievement of such targets may make the Partner eligible for promotion to a higher tier, additional incentives, or recognition — granted entirely at the Company's discretion.

7. **Recruiting a downline.** Where the Partner's tier permits it, the Partner may sign up other partners at a lower tier. The Partner is responsible for ensuring anyone they recruit also agrees to and complies with this Agreement.

8. **Credentials are personal.** The referral code, RID code, partner code and login credentials issued to the Partner are personal and non-transferable. They must not be shared, sold, or used by anyone other than the Partner.

9. **Conduct with prospects.** The Partner shall not make false, misleading, or unauthorised claims about the Company's products, pricing, features, or services while referring or onboarding clients.

10. **Confidentiality.** The Partner shall keep confidential all business, pricing, client, and commission information shared by the Company, both during and after the term of this Agreement, and shall not disclose it to any third party.

11. **Data protection.** Any client or personal data the Partner accesses in the course of this partnership shall be used only for the purpose of this Agreement and handled in accordance with applicable data protection law.

12. **Intellectual property.** All software, platform technology, the SIGMA QR website, and all trademarks, logos, content and marketing material provided by the Company are owned by DNET and remain its exclusive property. The Partner receives only a limited, revocable licence to use the Company's trademarks, logos and marketing material for promoting the Company's services — nothing in this Agreement transfers any ownership or licence to the underlying software or platform technology itself.

13. **Taxes and compliance.** The Partner is solely responsible for their own income tax, GST (where applicable), and any other statutory registration or compliance arising from commission income earned under this Agreement. The Company will deduct TDS wherever legally required.

14. **Suspension.** The Company may suspend the Partner's account, with or without prior notice, upon becoming aware of any genuine and valid reason — including but not limited to breach of this Agreement, fraudulent activity, misrepresentation to clients, non-compliance, or conduct harmful to the Company's reputation.

15. **Termination.** Either party may terminate this Agreement by giving 30 days' written notice. The Company may terminate immediately where grounds for suspension under Clause 14 exist.

16. **Effect of termination or suspension.** On termination or suspension, the Partner must immediately stop using the Company's referral code, marketing material and brand assets. Commission already earned and approved up to that date remains payable in the normal payment cycle, subject to Clause 17.

17. **Clawback.** The Company may reverse or withhold commission on any transaction that is later refunded, cancelled, found fraudulent, or found to have been generated in violation of this Agreement.

18. **Non-solicitation.** During the term of this Agreement and for 6 months after its termination, the Partner shall not solicit the Company's employees, nor actively induce the Company's existing clients to move to a competing service.

19. **Amendments.** The Company may amend these Terms & Conditions from time to time. The updated terms will be published on this page and will apply prospectively from the date of publication.

20. **Governing law.** This Agreement is governed by the laws of India. Any dispute shall first be addressed amicably between the parties, failing which it shall be subject to the exclusive jurisdiction of the courts at the Company's registered place of business.

This document is a standard template for SIGMA QR's partner program and does not constitute legal advice. The Company should have it reviewed by a qualified lawyer before relying on it as a binding legal agreement.