**1.         Terms of Use**

1.1       Welcome to Hambahat.com Hambahat Ltd provides access to the Hambahat.com website or the mobile application/app or any other media **("Website")**to you subject to the terms and conditions (“**Terms**”) set out on this page. By using the Website, you, a registered or guest user in terms of the eligibility criteria set out herein (“User”) agree to be bound by the Terms. Please read them carefully as your continued usage of the Website, you signify your agreement to be bound by these Terms. If you do not want to be bound by the Terms, you must not subscribe to or use the Website or our services. 

1.2       By impliedly or expressly accepting these Terms, you also accept and agree to be bound by hambahat Policies (including but not limited to Privacy Policy available at [**https://hambahat.com**](https://hambahat.com//PrivacyInfo)) as amended from time to time. 

1.3       In these Terms, references to "you", "User" shall mean the end user/customer accessing the Website, its contents and using the Services offered through the Website. References to the “Website”, "hambahat", “Hambahat.com”, "we", "us" and "our" shall mean the Website and/or Hambahat. 

1.4       The contents set out herein form an electronic record in terms of তথ্য ও যোগাযোগ প্রযুক্তি আইন, ২০০৬ (Information & Communication Technology Act, 2006) and rules there under as applicable and as amended from time to time. As such, this document does not require any physical or digital signatures and forms a valid and binding agreement between the Website and the User. 

1.5       The Website is operated by Hambahat Ltd, a company incorporated under the laws of Bangladesh having its registered office at hambahat Dhaka, Bangladesh. All references to the Website in these Terms shall deem to refer to the aforesaid entity in inclusion of the online portal. 

1.6       This Website may also contain links to other websites, which are not operated by hambahat, and hambahat has no control over the linked sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the linked sites will be subject to the terms of use and service contained within each such site. 

1.7       We reserve the right to change these Terms at any time. Such changes will be effective when posted on the Website. By continuing to use the Website after we post any such changes, you accept the Terms as modified. 

1.8       These Terms will continue to apply until terminated by either you or hambahat in accordance with the terms set out below:

1.9       The agreement with hambahat can be terminated by (i) not accessing the Website; or (ii) closing Your Account, if such option has been made available to you.

1.10    Notwithstanding the foregoing, these provisions set out in these Terms which by their very nature survive are meant to survive termination, shall survive the termination / expiry of this agreement.

**2.        Eligibility**

2.1       Use of the Website is available only to such persons who can legally contract under the Contract Act, 1872. 

2.2       If you are a minor i.e. under the age of 18 years, you shall not register as a user of Hambahat.com and shall not transact on or use the Website. As a minor if you wish to use or transact on website, such use or transaction may be made by your legal guardian or parents on the Website. hambahat reserves the right to terminate your membership and / or refuse to provide you with access to the website if it is brought to hambahat notice or if it is discovered that you are under the age of 18 years.

2.3       By accepting the Terms or using or transacting on the Website, the User irrevocably declares and undertakes that he/she is of legal age i.e. 18 years or older and capable of entering into a binding contract and such usage shall be deemed to form a contract between the Website and such User to the extent permissible under applicable laws. 

2.4      The usage of the Services offered through the Website is only available if the address of the User to which the product(s) is/are to be delivered is within Dhaka City, Bangladesh; hambahat is serving with 1 Hour Delivery Service, to Mohammadpur, shyamoli, lalmatia, dhanmondi, hatirpul, Dhaka University, Buet area, Jurain, Dhaka uddyan, Nobodoy housing, Mohammodia housing Ltd. Japan Garden, South Banashree, Uttara Dhaka.. For the rest of the Dhaka city hambahat is currently delivering within 5-8 hours timeframe.  Subject to the above, if the User specifies a convenient time and hambahat will send the products during that time. 

**3.        Communication** 

3.1       When you use Hambahat.com, or contact us via phone or email, you consent to receive communication from us. You authorize us to communicate with you by e-mail, SMS, phone call or by posting notices on the website or by any other mode of communication. For contractual purposes, you consent to receive communications (including transactional, promotional and/or commercial messages), from us with respect to your use of the website and/or your order placed on the Website.  Additionally any disclosures posted on the site, or sent to you by email fulfill the legal obligation of communication made in writing. 

**4.        Your Account and Responsibilities** 

4.1       Any person may access the Website either by registering to the Website or using the Website as a guest. However, a guest user may not have access to all sections of the Website including certain benefits/promotional offers, which shall be reserved only for the purpose of registered Users, and which may change from time to time at the sole discretion of the Website. 

4.2       If you wish to register your account with the Website, you shall be required to create an account by registering with a valid Bangladeshi mobile number and/or with your Facebook account or your email address or by filling in the details prescribed in the Website registration form. You will then receive a password or one-time PIN with which you can login to the website to place orders. 

4.3       If you use the website, you will be responsible for maintaining the confidentiality of your username and password and you will be responsible for all activities that occur under your username and you will be under the obligation to restrict access to your computer or mobile phone to prevent unauthorized access to your account. You should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorized manner. You agree that if you provide any information that is untrue, inaccurate, not current or incomplete or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with this Terms of Use, we have the right to suspend or terminate your membership on the website. 

4.4       The Website may be inaccessible for such purposes as it may, at its sole discretions deem necessary, including but not limited to regular maintenance. However, under no circumstances will hambahat be held liable for any losses or claims arising out of such inaccessibility to the Users and the Users expressly waive any claims against hambahat in this regard   
  
4.5       Hambahat as a platform do not support or encourage multiple accounts owned by a single user even with different mobile numbers & reserves the right to restrict, deactivate or disable any account that might fall under any sort of abuse to the service.

**5.        Charges** 

5.1       Membership on the website is free for users. hambahat does not charge any fee for browsing and buying on the website. hambahat reserves the right to change its fee policy from time to time. In particular, hambahat may at its sole discretion introduce new services and modify some or all of the existing services offered on the website. In such an event, hambahat reserves the right to introduce fees for the new services offered or amend/introduce fees for existing services, as the case may be. Changes to the fee policy will be posted on the website and such changes will automatically become effective immediately after they are posted on the website. 

**6.        Copyright** 

6.1       The material (including the content, and any other content, software or services) contained on Hambahat.com are the property of hambahat Limited, its subsidiaries, affiliates and/or third party licensors. No material on this site may be copied, reproduced, republished, installed, posted, transmitted, stored or distributed without written permission from hambahat Limited. 

6.2       You may not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the website or any content, or in any way reproduce or circumvent the navigational structure or presentation of the website or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the website. We reserve our right to bar any such activity. 

**7.        Cookies** 

7.1       This site uses cookies, which means that you must have cookies enabled on your computer in order for all functionality on this site to work properly. A cookie is a small data file that is written to your hard drive when you visit certain Web sites. Cookie files contain certain information, such as a random number user ID that the site assigns to a visitor to track the pages visited. A cookie cannot read data off your hard disk or read cookie files created by other sites. Cookies, by themselves, cannot be used to find out the identity of any user. 

**8.        Promotional Activity** 

8.1      To promote its services hambahat uses various advertisement and commercials which are truthful and are not deceptive or unfair to the best of our knowledge and belief. Every user is under the obligation to go through the relevant information contained in the Website before using the service and it will be assumed that each user is aware of every information provided in the Website. Images of products in the Website are for and by reference only and actual product may vary from the corresponding image exhibited. The Website disclaims any liabilities arising out of any discrepancies to this end to the fullest extent permitted by law.   
  
8.2     Any short term or long term promotional activity or offer(s) are by default valid for a single order within the offered time frame under any specific account on hambahat.com. Any repetitive or suspicious or abusive practice during any offer or promotion might result as cancelled order & hambahat reserves the right to do so to protect the rights & benefits of other users. Account that tends to abuse any offer by any means on the platform can also get terminated to maintain hygiene factor on the platform. The automated abuse detection technology that hambahat has can be also enforced at any time without any sort of prior notice.  
  
8.3    Discount code(s) offered to any/all segment of customer(s) through different marketing channels might get disabled or extended by the authority at any time without any prior notice. The modality can also be changed to accommodate with price changes or fluctuation & intense of uses of the same by the user base to protect any sort of abuse or susceptive uses.

**9.        The Contract** 

9.1      Your order is an offer to us to buy the product(s) in your order. When you place an order to purchase a product from us, you will receive an e-mail and/or SMS to your mobile phone number confirming receipt of your order and/or containing the details of your order (the "Order Confirmation E-mail and/or SMS"). The Order Confirmation E-mail and/or SMS is acknowledgement that we have received your order, but does not confirm acceptance of your offer to buy the product(s) ordered; that when we send the Order Confirmation E-mail and/or SMS a contract called an “agreement to sell” is concluded in accordance with Section 4(3) of the Sale of Goods Act, 1930 i.e. the transfer of the property in the goods is to take place at a future time when the product(s) is/are delivered to your designated address. We only accept your offer, and the above “agreement to sell” becomes a contract of sale for product(s) ordered by you in accordance with Section 4(4) of the Sale of Goods Act, 1930, when the product(s) is/are delivered to your designated address and at that time the property in the goods is transferred from us to you. 

9.2   You can cancel your order for a product at no cost any time before the goods are delivered to you.

9.3   Please note that we sell products only in quantities which correspond to the typical needs of an average household. This applies both to the number of products ordered within a single order and the placing of several orders for the same product where the individual orders comprise a quantity typical for a normal household.

**10.       Product Descriptions** 

10.1      hambahat attempts to be as accurate as possible. hambahat does not manufacture or produce any product by themselves. Therefore, hambahat does not warrant that product descriptions or other content of any hambahat product is accurate, complete, reliable, current, or error-free. If a product offered by hambahat itself is not as described, your sole remedy is to return it in unused condition.

**11.       Pricing** 

11.1      Except where noted otherwise, the list price or suggested price displayed for products on hambahat represents the full retail price listed on the product itself, suggested by the manufacturer or supplier, or estimated in accordance with standard industry practice; or the estimated retail value for a comparably featured item offered elsewhere. The list price or suggested price is a comparative price estimate and may or may not represent the prevailing price in every area on any particular day.

11.2      Despite our best efforts, a small number of the items in our catalog may be mispriced. If the MRP of an item sold by hambahat is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation. And if the stated price on the product is lower than hambahat, we will, either refund the amount or replace the product according to your preference, when acknowledged. 

**12.       Return Policy** 

12.1     A user may return any product during the time of delivery, or within 7 days if: 

a)        Product does not meet user’s expectation. 

b)        Found damaged during delivery 

c)        Have doubt about the product quality and quantity 

d)        Received in an unhealthy/ unexpected condition 

e)        Is not satisfied with the packaging 

f)         Finds product unusable   
 we are continuously monitoring accounts of customers with excessive requests of returns and refunds. We take necessary steps to prevent this. 

12.2     A user may return any unopened or defective up to 20% and less, item within 7 days of receiving the item. But following products may not be eligible for return or replacement: 

a)        Damages due to misuse of product 

b)        Incidental damage due to malfunctioning of product 

c)        Any consumable item which has been used/installed 

d)        Products with tampered or missing serial/UPC numbers 

e)        Any damage/defect which are not covered under the manufacturer's warranty 

f)         Any product that is returned without all original packaging and accessories, including the box, manufacturer's packaging if any, and all other items originally included with the product/s delivered. 

**13.       Refund Policy**  
  
13.1     hambahat tries its best to serve the users. But if under any circumstances, we fail to fulfill our commitment or to provide the service, we will notify you within 24 hours via phone/ text/ email. If the service, that hambahat fails to complete, requires any refund, it be done maximum within 7 Days after our acknowledgement.  
  
13.2     Refund requests will be processed under mentioned situation:  
  
- Unable to serve with any product.  
  
- Customer returns any product from a paid order.  
  
- Customer cancels a paid order before it has been dispatched.  
  
For all the above three scenarios, the refund amount will be sent to hambahat Balance of the customer. And the balance can only be used to purchase at hambahat. Upon customer's request, hambahat will transfer the refund amount to the user's original payment source within 7 days. Refund is only allowed for customers who have paid via bKash or card or other electronic method. For the orders that are paid via Cash, refund is only to be given through hambahat Credits.

**14.       Supply Policy:** 

14.1     hambahat, itself does not produce or manufacture any product, therefore hambahat tries to control the quality, but do not give quality assurance for any. We believe the manufacturer/ vendor/ supplier are fully capable of assuring the quality of every product. 

14.2      If any user, at the time of receiving the order delivery, finds any product injurious to health/ life/ security, we will take full liability and will accept return of that product. If the user faces any threat after 12 hours of the provided delivery, we will consider it as a lacking within the quality assurance from the manufacturers or suppliers. 

14.3      All products displayed on the website are subject to change and are subject to availability. 

**15.       Modifications** 

15.1      hambahat reserves the right to modify these Terms and Conditions. Such modifications shall be effective immediately upon posting on Hambahat.com. You are responsible for the reviewing of such modifications. Your continued access or use of Hambahat.com shall be deemed your acceptance of the modified terms and conditions. 

**16.       Hambahat Software Terms** 

16.1      Use of the hambahat Software/Application/App : You may use hambahat Software/ Application/ App solely for purposes of enabling you to use and enjoy the services as provided by hambahat, and as permitted by these Terms. You may not incorporate any portion of the hambahat Software / Application/ App into your own programs or compile any portion of it in combination with your own programs, transfer it for use with another service, or sell, rent, lease, lend, loan, distribute or sub-license the hambahat Software / Application/ App or otherwise assign any rights to the hambahat Software / Application/ App in whole or in part. You may not use the hambahat Software / Application/ App for any illegal purpose. We may cease providing any hambahat Software / Application/ App and we may terminate your right to use any hambahat Software / Application/ App at any time. Your rights to use the hambahat Software / Application/ App will automatically terminate without notice from us if you fail to comply with any of these Terms. All software used in any hambahat Service is the property of hambahat and/or its affiliates or its software suppliers and protected by laws of Bangladesh including but not limited to any other applicable copyright laws. 

16.2      Use of Third Party Services: When you use the hambahat Software / Application/ App, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile platform provider. Your use of these third party services may be subject to the separate policies, terms of use, and fees of those third parties. 

16.3      No Reverse Engineering: You may not, and you will not encourage, assist or authorize any other person to copy, modify, reverse engineer, decompile or disassemble, or otherwise tamper with, the hambahat Software / Application/ App, whether in whole or in part, or create any derivative works from or of the hambahat Software / Application/ App. 

16.4      Updates: In order to keep the hambahat Software / Application/ App up-to-date, we may offer automatic or manual updates at any time and without notice to you.