

OVERVIEW

ELFREDS COMMERCE LLP (“we”, “us”, “our”, “Company”, and “ECL”) is the owner of the brand “Hisar Fresh”, mobile applications “Hisar Fresh”, and the website “hisarfresh.com” (the “Site”).

It is strongly recommended that you read and understand these terms and conditions (“Terms of Use”, “Terms”) carefully, as by accessing the Site, you agree to be bound by the same and acknowledge that it constitutes an agreement between you (“user(s)”, “you”) and the Company (hereinafter the “Agreement”). These Terms apply to all users of the site, including without limitation users who are visitors, browsers, vendors, customers, merchants, and/ or contributors of content at any point in time.

ECL offers this website, including all information, tools and services available from this Site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here. If you do not agree with this Agreement, you should not use or access the Site for any purpose whatsoever.

ELIGIBILITY

Services of the Site would be available to select geographies in India only and are subject to restrictions.

Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including un-discharged insolvents etc. are not eligible to use the Site.

If you are a minor i.e. under the age of 18 years but at least 13 years of age, you may use the Site only under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use. Your parents or legal guardians can transact on behalf of you if they are registered users. You are prohibited from purchasing any material that is for adult consumption and the sale of which to minors is prohibited.

The Site is intended to be a platform for end-consumers desirous of purchasing product(s) for domestic self-consumption. If you are a retailer, institution, wholesaler or any other business user, you are not eligible to use the Site to purchase products.

ECL, in its sole discretion and without liability, reserves the right to terminate or refuse your registration, or refuse to permit use/access to the Site, if:

- (i) It is discovered or brought to notice that you do not conform to the eligibility criteria, or
- (ii) ECL has reason to believe (including through evaluating usage patterns) that the eligibility criteria is not met/is violated by a user, or
- (iii) may breach the terms of this Agreement.

PERSONAL INFORMATION

Your submission of personal information through the Site and/or directly to us is governed by our Privacy Policy. Kindly review our Privacy Policy before using the Site and/or our services.

CANCELLATIONS

As a user, you may cancel an order placed by you before the order enters the “Enroute” stage. You can also return the order at the time of delivery.

Orders may be cancelled by the Company in any of the following cases:

1. if it is suspected that a customer has undertaken a fraudulent transaction, or
2. if it is suspected that a customer has undertaken a transaction which does not conform to or violates these Terms of Use/Agreement, or
3. in case of unavailability of product(s), or
4. for any reason outside the control of the Company including causes for delivery related logistical difficulties, or
5. details of any product ordered as reflected on the Site are inaccurate due to technical issues, typographical errors or incorrect product information provided to the Company by third party.

For any permitted cancellations, we will refund payments, if any, made by you under the relevant order within approximately 48-72 hours.

We maintain a list of all fraudulent transactions and non-complying users, and reserve the right to deny access to such users at any time or cancel any orders placed by them in future.

RETURNS AND REFUNDS

ECL has a “NO QUESTIONS ASKED RETURN AND REFUND POLICY” which entitles all users to return the product at the time of delivery if due to some reason they are not satisfied with the quality or freshness of the product. ECL will take the returned product back and issue cash refund or a credit note for the value of the return products, which will be credited to your account on the Site. Such credit shall be available for use against a subsequent invoice for transactions on the Site.

However, once the product has been accepted by the user, the scope of refunds is limited. Perishable and/or Intimate goods such as food, flowers, breads, or sanitary lose their saleability quickly.

Post the delivery of the order, ECL shall decide at its own discretion whether the product is fit for reselling and/or whether to accept the return and/or refund request for the same. ECL is not bound for any returns or refunds after the delivery of the products. ECL does consider returns for products unfit for usage/consumption at the time of delivery that were delivered to user because of any negligence or error.

To be eligible for a return, the product must be unused and in the same condition that you received it. It must also be in the original product packaging.

Certain products or services may be available exclusively and may have limited quantities. These products or services are subject to return or exchange based on the availability and other factors.

Please note: Few products listed may or may not carry a seller warranty, which is beyond the basis return policy of ECL. You may be required to contact not ECL but the seller or any other third party in relation to such warranty.

REVIEWS, FEEDBACK AND OTHER SUBMISSIONS

All reviews, comments, feedback, postcards, suggestions, ideas, and other submissions disclosed, submitted or offered to the Site on or by this Site or otherwise disclosed, submitted or offered in connection with your use of this Site (collectively, the "Comments") shall be and remain the property of ECL. Such disclosure, submission or offer of any Comments shall constitute an assignment to ECL of all worldwide rights, titles and interests in all copyrights and other intellectual properties in the Comments. Thus, ECL owns exclusively all such rights, titles and interests and shall not be limited in any way in its use, commercial or otherwise, of any Comments.

ECL will be entitled to use, reproduce, disclose, modify, adapt, create derivative works from, publish, display and distribute any Comments you submit for any purpose whatsoever, without restriction and without compensating you in any way. ECL is and shall be under no obligation

1. to maintain any Comments in confidence;
2. to pay you any compensation for any Comments; or
3. to respond to any Comments.

You agree that any Comments submitted by you to the Site will not violate this policy or any right of any third party, including copyright, trademark, privacy or other personal or proprietary right(s), and will not cause injury to any person or entity. You further agree that no Comments submitted by you to the Website will be or contain libellous or otherwise unlawful, threatening, abusive or obscene material, or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam".

ECL does not regularly review posted Comments, but does reserve the right (but not the obligation) to monitor and edit or remove any Comments. You grant ECL the right to use the name that you submit in connection with any Comments. You agree not to use a false contact, impersonate any person or entity, or otherwise mislead as to the origin of any Comments you submit.

You are and shall remain solely responsible for the content of any Comments you make and you agree to indemnify ECL and its affiliates for all claims resulting from any Comments you submit. ECL and its affiliates take no responsibility and assume no liability for any Comments submitted by you or any third party.

Further, any reliance placed on Comments from a third party shall be at your sole risk and expense.

OBJECTIONABLE MATERIALS

You understand that by using the Site or any services provided on the Site, you may encounter content that may be deemed by some to be offensive, indecent, or objectionable, which content may or may not be identified as such. You agree to use the Site and any service at your sole risk and that to the fullest extent permitted under applicable law, the Company and its affiliates shall have no liability to you for any content that may be deemed offensive, indecent, or objectionable to you.

YOU AGREE AND CONFIRM

That in the event any product delivery is delayed or is returned from its destination because of a mistake by you (e.g. providing the wrong name or address or other incorrect/misleading information), any additional costs incurred by the Company for re-delivery of the product(s) shall be borne by you.

We will not be held responsible for any delay or failure to make delivery of your order if the delay or failure arises from any cause that is beyond our reasonable control.

You agree to use the services provided by the Company for lawful purposes only, and comply with all applicable laws, regulations while using/accessing, and transacting on the Site.

You will provide authentic and true information in all instances where any information is requested of you. The Company reserves the right to confirm and validate the information and other details provided by you at any point of time. If at any time, the information provided by you is found to be false or inaccurate (wholly or partly), the Company shall have the right in its sole discretion to reject registration, cancel all orders, and debar you from using its services and other affiliated services in the future without any prior intimation whatsoever, and without any liability to you.

Before placing an order, you acknowledged to have checked and reviewed the product description carefully and in sufficient detail. By placing an order on the Site, you agree to be bound by the conditions of sale included in the item's description without exception.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

Despite our best efforts and commitment to user satisfaction, we do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

LICENCE AND ACCESS

ECL grants you a limited sub-license to access and make personal use of the Site, but not to download (other than page caching) or modify it, or any portion of it, except with express prior written consent from us. Such limited sublicense does not include/permit:

1. any resale or commercial use of the Site or its contents;
2. any collection and use of any product listings, descriptions, or prices;
3. any derivative use of the Site or its contents;
4. any downloading or copying of information for the benefit of another third party;
or
5. any use of data mining, robots, or similar data gathering and extraction tools.

The Site or any portion of the Site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express prior written consent from us. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of the Site or of the Company and/or its affiliates without the express prior written consent of the Company. You may not use any meta tags or any other "hidden text" utilizing the Company's name or trademarks without the express prior written consent of the Company.

You shall not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any server, computer, network, or to any of the services offered on or through the Site, by hacking, 'password mining' or any other illegitimate means.

Any unauthorized use shall automatically terminate the permission or sub-license granted by the Company.

ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

No product offered for sale on the Site will be sold at a price higher than its MRP (Maximum Retail Price). The prices mentioned at the time of ordering will be the prices charged at the time of the delivery.

The Company aims to ensure that prices of all products offered for sale are true and correct. However, from time to time, the prices and/or any other information of certain products may not be current or may be inaccurate on account of technical issues, typographical errors or incorrect product information provided to the Company by third-party seller. In each such case, notwithstanding anything to the contrary, the Company reserves the right to cancel/modify the order (including after you have submitted your order) without any further liability.

Although prices of most of the products do not fluctuate on a daily basis but some of the commodities and fresh food prices do change on a daily basis. In case the prices are higher or lower on the date of delivery, additional charges will be collected or refunded as the case may be at the time of the delivery of the order.

Transactions through the Site may be subject to a delivery charge where the minimum order size is not met. You will be informed of such delivery charge at the stage of check-out for a transaction through the Site.

COPYRIGHT AND TRADEMARK

The Company, its suppliers and licensors expressly reserve all intellectual property rights in all text, programs, products, processes, technology, images, content and other materials, which appear on the Site. Access to or use of the Site does not confer and should not be considered as conferring upon anyone any license, sub-license to the Company's intellectual property rights. All rights, including copyright, in and to the Site are owned by or licensed to the Company. Any use of the Site or its contents, including copying or storing it or them in whole or part is prohibited without the express prior written consent of the Company.

You may not modify, distribute or re-post anything on the Site for any purpose. The names and logos and all related product and service names, design marks and slogans are the trademarks/service marks of the Company, its affiliates, its partners or its suppliers/service providers. All other marks are the property of their respective owners. No trademark or service mark license is granted in connection with the materials contained on the Site. Access to or use of the Site does not authorize anyone to use any name, logo or mark in any manner. References on the Site to any names, marks, products or services of third parties or hypertext links to third party sites or information are provided solely as a convenience to you and do not in any way constitute or imply the Company's endorsement, sponsorship or recommendation of the third party, the information, its product or services.

The Company is not responsible for the content of any third-party sites and does not make any representations regarding the content or accuracy of material on such sites. If you decide to access a link of any third-party websites, you do so entirely at your own risk and expense.

THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

DISCLAIMERS

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

You acknowledge and undertake that you are accessing the services on the website and transacting at your own risk and are using your best and prudent judgement before entering into any transactions. The Company make best efforts to display available products, including in respect of their colour, size, shape and appearance, as accurately as possible. However, the actual colour, size, shape and appearance may have variations from the depiction on your mobile/computer screen.

The Company does not make any representation or warranties in respect of the products available on the Site. The Company accepts no liability for any error, inaccuracy or omission of third parties or for information/inputs received from third parties and provided to you through the Site or otherwise.

The Company does not have any control over the quality, failure to provide or any other aspect whatsoever of the product(s) and is not responsible for damages or delays on account of products which are out of stock, unavailable or back ordered.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

LIMITATION OF LIABILITY

The aggregate liability of the Company, if any, that is established and ordered by a court of competent jurisdiction pursuant to a claim, shall in no event extend beyond refund of the money charged from a user for purchases made pursuant to an order under which such liability has arisen and been established.

It is acknowledged and agreed that notwithstanding anything to the contrary, the Company shall not be liable, under any circumstances, whether in contract or in tort, for any indirect, special, consequential or incidental losses or damages, including on grounds of loss of profit, loss of reputation or loss of business opportunities.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless ECL, its parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, employees, and their successors and assigns from and against any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon your actions or inactions, which may result in any loss or liability to ECL or any third party including but not limited to breach of any warranty, representation or undertaking in this Agreement, or arising out of a violation of any applicable law (including but not limited in relation to intellectual property rights, payment of statutory dues and taxes, claims of libel, defamation, violation of rights of privacy or publicity, loss of service by other subscribers and infringement of intellectual property or other rights). This clause shall survive the expiry or termination of this Agreement.

SEVERABILITY

In the event that any provision of these Terms of Use is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Use, such determination shall not affect the validity and enforceability of any other remaining provisions.

TERMINATION

This Agreement is effective unless and until terminated, either by you or by the Company. You may terminate this Agreement at any time, provided that you discontinue any further use of the Site. The Company may terminate this Agreement at any time and may do so immediately without notice, and accordingly deny you access to the Site.

The Company's right to any comments and to be indemnified pursuant to the terms hereof, shall survive any termination of this Agreement. Any such termination of the Agreement shall not cancel your obligation to pay for product(s) already ordered from the Site or affect any liability that may have arisen under the Agreement prior to the date of termination.

ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

These Terms of Use and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service unless additional agreements,

arrangements, communications and proposals are entered between you and us in writing.

Any ambiguities in the interpretation of these Terms of Use shall not be construed against the drafting party.

CHANGES TO TERMS OF USE

ECL may at any time modify the Terms of Use of the Website without any prior notification to you. You can access the latest version of these Terms at any given time on the Site. It is therefore strongly recommended that you review the Agreement, as available on the Site, each time you access and/or use the Site. In the event the modified Terms is not acceptable to you, you should discontinue using the Service. However, if you continue to use the Service you shall be deemed to have agreed to accept and abide by the modified Terms of Use of this Site.

GOVERNING LAW AND JURISDICTION

This Agreement shall be construed in accordance with the applicable laws of India. The Courts at Hisar shall have exclusive jurisdiction in any proceedings arising out of this agreement. Any dispute or difference either in interpretation or otherwise, of any terms of this Agreement between the parties hereto, the same shall be referred to an independent arbitrator who will be appointed by ECL and his decision shall be final and binding on the parties hereto. The above arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held in Hisar. The High Court of judicature at Hisar alone shall have the jurisdiction and the Laws of India shall apply.

CONTACT INFORMATION

For more information about the Terms of Use, if you have questions, or if you would like to make a complaint, please contact us using the details provided below:

Hisar Fresh

[Re: Grievance Officer]

Elfreds Commerce LLP, Aman Nagar, Mirzapur Road, Hisar HR 125001, India

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