

Terms of Use: Introduction

HealthXps.com is an online health and nutrition portal owned by Veer Nutrition's Pvt. Ltd. In using the HealthXps.com service, you are deemed to have accepted the Terms and Conditions of the agreement listed below or as may be revised from time to time, which is, for an indefinite period and you understand and agree that you are bound by such terms till the time you access this website.

If you have any queries about these terms & conditions or have any comments or complaints on or about the website, please email us at info@HealthXps.com or call us on 09416370150. We reserve the right to change these terms & conditions from time to time without any obligation to inform you and it is your responsibility to look through them as often as possible.

In using this website you are deemed to have read and agreed to the following terms and conditions:

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves.

All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing English Law. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

Usage Restrictions:

You shall not use the Website for any of the following purposes:

- > Disseminating any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material.
- > Transmitting material that encourages conduct that constitutes a criminal offence; results in civil liability or otherwise breaches any relevant laws, regulations or code of practice.
- > Gaining unauthorized access to other computer / network systems.
- > Interfering with any other person's use or enjoyment of the Website.
- > Breaching any applicable laws;

—> Interfering or disrupting networks or websites connected to the Website.

—> Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.

Privacy Statement:

We are committed to protecting your privacy. Authorized employees within the company on a need to know basis only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers. Privacy Policy relates to the information collected and usage practice of our website- <http://www.HealthXps.com>. We recognize that many visitors and users of this Website are concerned about the information they provide to us and how we treat that information.

This Privacy Policy, will be updated from time to time, has been developed to address those concerns. By subscribing to or using any of our services you agree that you have read, understood and are bound by the Terms, regardless of how you subscribe to or use the services. If you do not want to be bound by the Terms, you must not subscribe/register to or use our services. These Terms and various other policies are binding as per the provisions of the Information Technology (Intermediaries guidelines) Rules, 2011 formulated under the Information Technology Act of 2000.

Quantity Restrictions:

HealthXps.com reserves the right, at our sole discretion, to limit the quantity of items purchased per person, per household or per order. These restrictions may be applicable to orders placed by the same account, the same credit / debit card, and also to orders that use the same billing and/or shipping address. We will provide notification to the customer should such limits be applied. HealthXps.com also reserves the right, at our sole discretion, to prohibit sales to any one as it may deem fit.

Offensive material:

You completely comprehend that by making use of the website or any services offered on the website, you may come across content that may be believed by some as offensive or objectionable. You give consent to make use of the website and any service at your own risk and under the applicable rule. We and our associates shall have no accountability to you for the content may be believed as offensive and objectionable to you.

Accuracy of content and invitation to offer:

We have taken all care and precaution to try and provide accurate data and information. In the preparation of the content of this website, in particular to ensure that prices quoted are correct at time of publishing and all products have been fairly described. All prices are displayed inclusive of VAT. Services however are listed exclusively of service tax as rules for service tax vary with different services. Packaging may vary from that shown on the portal. The weights, dimensions

and capacities given are approximate only. We have made every effort to display as accurately as possible the colors of our products that appear on the website.

However, as the actual colors you see will depend on your monitor, we cannot guarantee that your monitor's display of any color will accurately reflect the color of the product on delivery. All products/services and information displayed on HealthXps.com constitute an invitation to offer. Your order for purchase constitutes your offer which shall be subject to the terms and conditions as listed herein. We reserve the right to accept or reject your offer in part or in full. Our acceptance of your order will take place upon dispatch of the product(s) ordered.

Dispatch of all the product(s) ordered, may or may not happen at the same time, in such a scenario that portion of the order which has been dispatched will be deemed to have been accepted by HealthXps.com and the balance would continue to be on offer to HealthXps.com and we reserve the right to accept or reject such balance order. No act or omission of HealthXps.com prior to the actual dispatch of the product (s) ordered will constitute acceptance of your offer. If you have supplied us with your email address, we will notify you by email as soon as possible to confirm receipt of your order and email you again to confirm dispatch and therefore acceptance of the order.

Pricing Information:

While HealthXps.com strives to provide accurate product and pricing information, pricing or typographical errors may occur. HealthXps.com cannot confirm the price of a product until after you order. In the event that a product is listed at an incorrect price or with incorrect information due to an error in pricing or product information, HealthXps.com shall have the right, at our sole discretion, to refuse or cancel any orders placed for that product, unless the product has already been dispatched. In the event that an item is mis-priced, HealthXps.com may, at its discretion, either contact you for instructions or cancel your order and notify you of such cancellation.

Unless the product ordered by you has been dispatched, your offer will not be deemed accepted and HealthXps.com will have the right to modify the price of the product and contact you for further instructions using the e-mail address provided by you during the time of registration, or cancel the order and notify you of such cancellation. In the event that HealthXps.com accepts your order the same shall be debited to your credit / debit card account and duly notified to you by email that the payment has been processed. The payment may be processed prior to HealthXps.com dispatch of the product that you have ordered. If we have to cancel the order after we have processed the payment, the said amount will be reversed back to your credit / debit card account. We strive to provide you with best value; however prices and availability are subject to change without notice.

Dietkart promotional offers/discounts are not site wide and are limited to selected categories. Coupon codes may not be applicable on categories like diapers, baby food etc. unless or otherwise specified. **All discount percentage displayed on the discount tags are inclusive of VAT and all other discounts /offers displayed on the portal.**

Indemnity:

HealthXps.com disclaims all warranties or conditions, whether expressed or implied, (including without limitation implied, warranties or conditions of information and context). We shall not be liable to any person for any loss or damage which may arise from the use of any of the information contained in any of the materials on this website. We consider ourselves and intend to be subject to the jurisdiction only of the courts of Chandigarh, India.

You agree to defend, indemnify and hold harmless HealthXps.com, its employees, directors, officers, agents 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 HealthXps.com or any third party including but not limited to breach of any warranties, representations or undertakings or in relation to the non-fulfillment of any of your obligations under this User Agreement or arising out of your violation of any applicable laws, regulations including but not limited to Intellectual Property Rights, payment of statutory dues and taxes, claim 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 User Agreement.

Eligibility to use:

Use of the Website is available only to persons who can form legally binding contracts under applicable law. 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 Website. We reserve the right to terminate your membership and refuse to provide you with access to the website if we discover any breach of contract. The website is not available to persons whose membership has been suspended or terminated by HealthXps.com for any reason whatsoever. If you are registering as a business entity, you represent that you have the authority to bind the entity to this User Agreement.

We make no representation that any products or services referred to in the materials on this web are appropriate for use, or available outside India. Those who choose to access this website from outside India are responsible for compliance with local laws if and to the extent local laws are applicable. We will deliver the products only within India and will not be liable for any claims relating to any products ordered from outside India. Some Indian states prohibit direct sale of merchandise from other states and require special documentation to effect such a sale without dual taxation, if we receive a order from such states or to be delivered to such states (to see a list please refer our shipping policy) under such circumstances we retain the right to accept or reject the order. Those who choose to access this website from Indian states which restrict such use are responsible for compliance with local laws if and to the extent local state laws are applicable.

HealthXps.com will deliver the products only within states having open import policy and will not be liable for any claims relating to any products ordered from restricted states. Except where additional terms and conditions are provided which are product specific, these terms and conditions supersede all previous representations, understandings, or agreements and shall prevail notwithstanding any variance with any other terms of any order submitted. By using the services of HealthXps.com you agree to be bound by the Terms and Conditions.

Confidentiality:

We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products.

User Account, Password, and Security :

The user is provided with a password and account designation upon completing the Website's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify HealthXps.com of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. HealthXps.com cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

Children :

Minors under the age of 18 are not supposed to make use of the website.

Refusal of service :

HealthXps.com reserves the right to refuse service to anyone at any time. HealthXps.com reserves the right, in its sole discretion, to suspend or cancel the service at any time if a computer virus, bug, or other technical problem corrupts the security, or proper administration of the service.

Financial Details:

You agree, understand and confirm that the credit / debit card details or other financial details provided by you for availing of services on HealthXps.com will be correct and accurate and you shall not use the credit /debit card or financial facility which is not lawfully owned / obtained by you. You also understand that any financial information submitted by you is directly received by our acquiring bank and not taken by HealthXps.com. HealthXps.com will not be liable for any credit / debit card fraud. The liability for use of a card fraudulently will be on you and the onus to 'prove otherwise' shall be exclusively on you.

All information collected by us shall be governed as per our Privacy Policy. HealthXps.com and its associated acquiring bank or financial institutions reserve the right to recover the cost of goods, collection charges and lawyers fees from persons using the Website fraudulently.

HealthXps.com and its associated acquiring banks or financial institutions reserve the right to initiate legal proceedings against such persons for fraudulent use of the Website and any other unlawful acts or acts or omissions in breach of these terms and conditions.

Copyright Notice:

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Payment Method

— Electronic Communication:

When you visit the Website or send emails to us, you are communicating with us electronically. You offer consent to receive communications from us electronically. We will communicate with you by email or by posting notices on the Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. When you submit your phone number along with your shipping address or to request our call back, you consent to receive calls on that number for communication related to your order/request and other site related communication.

Website feedback, user comments and user generated content:

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

HealthXps.com 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 Website 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 libelous 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'. HealthXps.com does not regularly

review posted Comments, but does reserve the right (but not the obligation) to monitor and edit or remove any Comments submitted to the Website.

You grant HealthXps.com the right to use the name that you submit in connection with any Comments. You agree not to use a false email address, 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 HealthXps.com and its affiliates for all claims resulting from any Comments you submit. HealthXps.com and its affiliates take no responsibility and assume no liability for any Comments submitted by you or any third party.

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Disclaimer:

Exclusions and Limitations

The information on this [web site](#) is provided on an "as is" basis. To the fullest extent permitted by law,

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—> Excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

—> HealthXps.com does not however exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

Termination:

This User Agreement is effective unless and until terminated by either you or HealthXps.com. You may terminate this User Agreement at any time by informing us in writing through Indian postal system by registered post that you no longer wish to be associated with this website, provided that you discontinue any further use of this Website. HealthXps.com may terminate this

User Agreement at any time and may do so immediately without notice, and accordingly deny you access to the Website. Such termination will be without any liability to HealthXps.com.

Upon any termination of the User Agreement by either you or HealthXps.com, you must promptly destroy all materials downloaded or otherwise obtained from this Website, as well as all copies of such materials, whether made under the User Agreement or otherwise. HealthXps.com has right to any Comments shall survive any termination of this User Agreement. Any such termination of the User Agreement shall not cancel your obligation to pay for the product already ordered from the Website or affect any liability that may have arisen under the User Agreement.

Limitation of Liability and Disclaimers.

The Website is provided without any warranties or guarantees and in an "As Is" condition. You must bear the risks associated with the use of the Website. The Website provides content from other Internet websites or resources and while HealthXps.com tries to ensure that material included on the Website is correct, reputable and of high quality, it cannot accept responsibility if this is not the case. HealthXps.com will not be responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems you may experience with the Website. This disclaimer does not apply to any product warranty offered by the manufacturer of the product as specified in the product specifications. This disclaimer constitutes an essential part of this User Agreement.

To the fullest extent permitted under applicable law, HealthXps.com or its suppliers shall not be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses arising out of or in connection with the Website, its services or this User Agreement. Without prejudice to the generality of the section above, the total liability of HealthXps.com to you for all liabilities arising out of this User Agreement be it in tort or contract is limited to the amount charged to you, against the value of the products ordered by you.

HealthXps.com its associates and technology partners make no representations or warranties about the accuracy, reliability, completeness and/or timeliness of any content, information, software, text, graphics, links or communications provided on or through the use of the Website or that the operation of the Website will be error free and/or uninterrupted. Consequently, HealthXps.com assumes no liability whatsoever for any monetary or other damage suffered by you on account of the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Website; and/or any interruption or errors in the operation of the Website.

Website Security:

You are prohibited from violating or attempting to violate the security of the Website, including, without limitation,

- > Accessing data not intended for you or logging onto a server or an account which you are not authorized to access;
- > Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization
- > Attempting to interfere with service to any other user, host or network, including, without limitation, via means of submitting a virus to the Website, overloading, 'flooding,' 'spamming', 'mail bombing' or 'crashing
- > Sending unsolicited email, including promotions and/or advertising of products or services; or
- > Forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting. Violations of system or network security may result in civil or criminal liability. We will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. Y
- > You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Website or any activity being conducted on this Website.
- > You agree, further, not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Website other than the search engine and search agents available from Dietkart on this Website and other than generally available third party web browsers (e.g., Netscape Navigator, Microsoft Internet Explorer).

Entire Agreement:

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed to be superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between you and HealthXps.com with respect to the websites/services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to the our websites/services. Our failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches.

Communication:

We have several different e-mail addresses for different queries. These, & other contact information, can be found on our Contact Us link on our website or via Company literature or via the Company's stated telephone, facsimile or mobile telephone numbers.

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or manmade eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavors to comply with the terms and conditions of any Agreement contained herein. Stock out products' payment will be refunded within 20 working days.

Waiver:

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

General:

By accessing this website www.HealthXps.com / buying our products you consent to these terms and conditions and to the exclusive jurisdiction of the Chandigarh courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the Company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorized representatives of the Company.

Notification of Changes:

HealthXps.com reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. You are therefore advised to re-read the Privacy policy and the terms and conditions statement on a regular basis.

These terms and conditions form part of the Agreement between the Client and us. Your accessing of this website and/or undertaking of a booking or Agreement indicates your

understanding, agree to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.

Termination of Agreements and Refunds Policy:

Refer — [Return Policy](#) —

Availability:

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We use IP addresses to analyze trends, administer the site, track user's movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally, for systems administration, detecting usage patterns and troubleshooting purposes, our web servers automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. This information is not shared with third parties and is used only within this Company on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above without your explicit permission.

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Like most interactive web sites HealthXps.com uses cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting.

Links to this website:

You may not create a link to any page of this website without our prior written consent. If you do create a link to a page of this website you do so at your own risk and the exclusions and limitations set out above will apply to your use of this website by linking to it.

Links from this website:

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[Contact Us](#) —

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