

# Terms of use

## Terms and Conditions

### GENERAL

This document is an electronic record in terms of The Information Technology Act, 2000 ( "IT Act") and rules thereunder, and is published in accordance with the provisions of Rule 3 (1) under IT Act which mandates for publishing of rules and regulations, privacy policy and terms of use for access or usage of the Website and application. This electronic record is generated by a computer system and does not require any physical or digital signatures.

Discount Bazaar ("Website and application") is an online selling channel of Cool Cart, having its registered office at Skyline Oasis, Vidhyavihar West, Mumbai – 400086

Your use / access of the Website and application, its related sites and hyperlinks, shall be governed by the terms and conditions, policies, rules of Cool Cart ("Terms") posted on the Website and application from time to time. These Terms applies to all users (whether Registered user or Guest User) of the Website and application.

Please read the Terms and conditions very carefully before using the Website and Application as your use of the Website and Application is subject to your acceptance of and compliance with the Terms. Accessing, browsing or otherwise using the Website and Application or any of our services through the Website and Application indicates that you have read, understood, and are bound by the Terms, Policies, directions of Cool Cart regardless of how you subscribe to or use the Website and Application. This Agreement comes into effect upon your "Acceptance" of these terms and conditions ("Terms") however Cool Cart at its sole discretion reserves its right not to accept a user from registering on the Website and Application without assigning any reason thereof.

### DEFINITION

"Agreement" means the terms and conditions as detailed herein including all schedules, appendices, annexures, Privacy Policy, Disclaimer and will include the references to this Agreement as amended, novated, supplemented, varied or replaced from time to time.

"You"/ "User" shall mean the end user accessing the Website and application, its contents and using the services offered through the Website and Application.

"Discount Bazaar"/ "we"/ "us"/ "our" shall mean Cool Cart or its affiliates, franchisees, service providers, successors and assigns "Application" means the online shopping platform owned and operated by Cool Cart. The Application ("Discount Bazaar"), which provides a venue to the users of Discount Bazaar to buy the Products listed on the Application.

"Customer"/"Buyer" shall mean the person or any legal entity who access the Website and Application and places an order for and or purchases any products /services against the invitation of offer for sale of products / services on the Website and Application.

"Product" shall mean the Products offered for sale on the website and application from time to time.

"Delivery" shall mean the physical delivery of goods under your order placed with us.

"Price" means the price communicated at the time of order and confirmed by us.

"Payment Facility" shall mean applicable mode of payments made available to User from time to time.

“Content” means all text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code collectively. By impliedly or expressly accepting this User Agreement, Policies and Terms, You also accept and agree to be bound by Rules, Policies and Terms of Discount Bazaar as provided from time to time in its Website and Application and corresponding hyperlinks.

## **PURCHASE**

### **1) Registration and Submission of personal details:**

You can use the services offered by the Website and Application as a “Registered User”. As part of the registration process on the Website and Application, Discount Bazaar may collect certain personally identifiable information about you including first and last name, email address, mobile phone number and contact details, Postal code, Demographic profile (like your age, gender, occupation, education, address etc.) and information about the pages on the site you visit/access, the links you click on the Website and Application, the number of times you access the page and any such browsing information.

As a Registered User, you are responsible for maintaining the confidentiality of your user id and password. You are also responsible for maintaining the confidentiality of your email id and mobile number and for any unauthorised access to your mobile, tab, computer, computer system and computer network, and you are responsible for all activities that occur under your user id and password, email id and mobile number as the case may be. You agree to maintain and promptly update all data provided by you and to keep it true, accurate, current and complete. 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 the Terms, we have the right to indefinitely suspend or terminate or block access of your user account with the Website and Application and refuse to provide you with access to the Website and application.

We will collect personally identifiable information about you only as part of a voluntary registration process, on-line survey, or contest or any combination thereof.

### **2) User’s Liability:**

The User hereby affirms that the information provided by him / her is true, correct and complete to the best of his / her knowledge and belief. The User agrees and understands that he / she will be solely responsible in the event of any inaccuracy or deviation therefrom at a later stage.

You agree to comply with all applicable laws in connection with your use of the Website and Application, and such further limitations as may be set forth in any written or on-screen notice from us.

To register with & shop with Discount Bazaar you must be eighteen years of age or over. Our website and application is not directed to children under the age of 18. If we become aware that a child and/ or customer is under the age of 18 and has registered or using our Website and Application, we are entitled to remove his or her account from our system and cancel any order placed by him or her.

You agree and undertake not to reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Website and Application. Reproduction, copying of the content for commercial or non-commercial purposes and unwarranted modification of data and information within the content of the Website and Application is not permitted.

You agree and undertake not to display, upload, modify, publish, transmit, update or share any information that:

- i. belongs to another person and to which you do not have any legal right
- ii. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner what so ever;
- iii. harm minors in any way;
- iv. infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy;
- v. violates any law for the time being in force;
- vi. impersonate another person
- vii. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information.

You, as a Buyer, understand that upon initiating a transaction you are entering into a legally binding and enforceable contract with Discount Bazaar to purchase the products and /or services from Discount Bazaar, and pay the transaction price to Discount Bazaar using appropriate Payment Facility. You, as a Buyer, understand that the all payment facility may not be available in full or in part for certain category of products and for certain locations and hence you may not be entitled to use that Payment Facility in respect of the transactions for those products or locations.

### 3) Availability of and Access to Website and application and its services:

Services of the Website and Application would be available to only select geographies in India at sole discretion of Discount Bazaar. The Website and application, all the materials, products and services, included on or otherwise made available to You through the Website and Application are provided on "as is" and "as available" basis without any representation or warranties, express or implied except otherwise specified in writing. Without prejudice to the forgoing paragraph, Discount Bazaar does not warrant that:

- This Website and Application will be constantly available, or available at all; or
- The information on this Website and Application is complete, true, accurate or non-misleading.

Discount Bazaar will not be liable to You in any way or in relation to the Contents of, or use of, or otherwise in connection with, the Website and Application. Discount Bazaar does not warrant that the Website and Application; information, Content, materials, product (including software) or services included on or otherwise made available to You through the Website and Application; their servers; or electronic communication sent from Us are free of viruses or other harmful components.

We will do our utmost to ensure that availability of the website and application will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed. Also, your access to the website and application may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services at any time without prior notice. We shall attempt to limit the frequency and duration of any such suspension or restriction.

#### 4) Permission to access website and application:

Discount Bazaar grants you a limited, revocable permission to access and make personal use of this Website and application, but not to modify it, its Contents or any portion of it, except with express written consent of Discount Bazaar. This permission does not include any resale or commercial use of this website and application or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this website and application or its contents; any downloading or copying of account information for the benefit of another seller; or any use of data mining, robots, or similar data gathering and extraction tools

The use of the Website and Application and its Content grants no rights to you in relation to any copyright, designs, trademarks and all other intellectual property and material rights relating to the Content. Including the content but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the Website and Application are original to Discount Bazaar and are owned and controlled or licensed by us, and are protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights.

Except as expressly provided in Terms of Use, no part of the Website and Application and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, website and application or other medium for publication or distribution or for any commercial enterprise, without our express prior written consent.

#### 5) Applicability of Terms:

You will be subject to the policies, conditions and Terms of use in force at the time that you use the website and application or that you order goods from us, unless any change to those policies or these conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by you).

#### 6) Communications:

When you place an order on our Website and application or send e-mails to us, you are communicating with us electronically so you must provide a valid mobile phone number / email address and your address while placing an order with us. We may communicate with you by e-mail, SMS, phone call or by posting notices on the Website and application or by any other mode of communication. For contractual purposes, you consent to receive communications including SMS, e-mails or phone calls from us with respect to your order.

#### Your Obligations:

You shall

- i. not acquire any ownership rights by downloading material /Contents from this website and application.
- ii. read the Terms and policies of website and application and agree to accept the Terms before use of Website and application
- iii. abide by the Terms and Policies of Website and application
- iv. Neither copy or modify the Contents of the website and application nor use the Website and application for commercial purpose
- v. purchase the product(s) from this Website and application for your internal / personal purpose and not for resale by you or any other person.
- vi. comply with all applicable laws in connection with your use of the Website and application, and such further limitations as may be set forth in any written or on-screen notice from us.

vii. not refuse to accept the delivery of the Products under your order upon delivery except for damages and deficiencies

viii. authorize us to declare and provide declaration to any governmental authority on your behalf stating the aforesaid purpose of the products ordered by you on the website and application.

#### **7) Products/Services:**

All products/services and information displayed on Website and application constitute an "invitation to offer". Your order for purchase constitutes your "offer". All orders placed by you on the Website and application are subject to availability and acceptance by us and conditional on your acceptance and adherence to these terms and conditions.

#### **8) Our Contract:**

Your order is an offer to us to buy the product(s) in your order. We will confirm our acceptance of your offer either through an e-mail / SMS or through shipment of the items you requested. Upon placing an order, you will receive an e-mail confirming receipt of your order with details (the "Order Confirmation E-mail"). The Order Confirmation E-mail is an acknowledgement that we have received your order, and does not confirm acceptance of your offer to buy the product(s) ordered. Our acceptance to your offer takes place and the contract of sale for a product ordered by you concludes only upon actual dispatch of products to you and an e-mail confirmation in that regard is sent to you (the "Dispatch E-mail"). We, at our sole discretion, reserve our right to limit the quantity of items and cancel any order, even after acceptance.

Discount Bazaar has complete right to accept or reject an order placed online. No act or omission of Discount Bazaar prior to actual dispatch of the product(s) ordered will constitute an acceptance of your offer. You agree not to dispute the decision of Discount Bazaar in this regard.

#### **9) Delivery/Shipment of Product:**

Delivery of the Products under your Order in the Website and application shall be made as per our Delivery/shipment policy mentioned herein.

#### **10) Exactness / Accuracy of product:**

We have made significant efforts to accurately display the colours / dimension / specification of products that appear on the Website and application. However, we do not warrant/guarantee that product description or other content of this Website and application is accurate, complete, reliable, current, or error-free. The particular technical specifications and settings of your computer and/or mobile phone and its display could affect the accuracy of its display of the colours, dimension, specifications of products offered on this Website and application.

**Copyright:** All Content included on the website and application, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of Discount Bazaar, its affiliates or its content suppliers and is protected by the Intellectual Property Laws of India.

**Trademarks:** The trademark, logo and all products and logos denoted with TM are trademarks owned or registered trademarks of Discount Bazaar or its affiliates.

**Intellectual Property Claims:** Discount Bazaar and its affiliates or its content suppliers respect the intellectual property of others. If you believe that your intellectual property rights have been used in a way that gives rise to concerns of infringement, please write to us with your concerns at [customercare.discountbazaar@gmail.com](mailto:customercare.discountbazaar@gmail.com).

#### **11) Disclaimer:**

You acknowledge and undertake that you are accessing the services on the Website and Application and transacting at your own risk and are using your best and prudent judgment before placing any order or availing the services or entering into any transactions with us through our Website and Application. We shall not be held liable nor responsible for any representations or warranties/guarantees of the products save and except the limited manufacturer's warranty/guarantee on the respective Product is assigned unto us and we hereby expressly disclaim and any all responsibility and liability in that regard.

**12) Severability:**

If any of these Terms is deemed invalid, void or unenforceable in whole or in part for any reasons, such invalidity or unenforceability condition or part thereof will be deemed severable and will not affect the validity and enforceability of any remaining condition or part of such condition / Terms

**13) Amendments:**

Discount Bazaar reserves its right to amend the Website and application, Policies, Conditions or Terms of use and at any time without prior notice. All such updates and amendments shall be posted on the Website and application and will be effective from the time of its posting on the Website and application. You are advised to regularly check for any amendments or updates to the terms and conditions contained in this User Agreement, Terms and Policies.

**14) Indemnification:**

You agree to indemnify, defend and hold harmless us and our affiliates including employees, directors, officers, agents, and their successors and assigns from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by us arising out of your actions or inactions or result from your breach of the Terms and Conditions herein or any document incorporated by reference/hyperlink or infringement of intellectual property rights or your violation of any law, rules or regulations or the rights of any third party.

You hereby expressly release Discount Bazaar and/or its affiliates and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions/inactions of the Manufacturers/Brand owners of the Products purchased through the website and application and specifically waiver any claims or demands that you may have in this behalf under any statute, contract or otherwise.

This clause shall survive the expiry or termination of this Agreement.

**15) Limitation on Liability:**

In no event shall we or our affiliates be liable for any special, indirect, incidental, 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 and application, its services or this User Agreement whatsoever, whether in an action of contract, negligence or other tortious action.

Without prejudice to the generality of this section the total liability of Discount Bazaar to you for all liabilities arising out of this User Agreement be it in tort or contract is limited to the value of the product ordered by you. However in case of missing a delivery in transit, Our liability is limited only to delivery at a later agreed time at no additional charge.

**PRICE & PAYMENT POLICY**

### 1) Price Policy:

Prices and taxes thereon in respect of all products are subject to change from time to time, without prior notice by Discount Bazaar. We strive to provide you with the best prices possible on our Website and application. All the products listed on the Website and application will be sold at Indian Rupees either at Maximum Retail Price (MRP) (inclusive of all taxes) or at an Offer/discounted price with taxes, unless otherwise specified. The prices mentioned at the time of ordering will be the prices charged to you on the date of delivery. Although prices of most of the products do not fluctuate on a daily basis but some of the commodities and fresh food products prices do change on a daily basis. In case of products such as Fresh Food, Vegetables and Fruits etc. the delivered weight may have variance and product will be billed accordingly on the actual weight.

There may be cases where M.R.P. of the product delivered is different from the M.R.P. quoted / reflected on the Website and application due to various reasons including time lag in updating prices post changes in M.R.P. or product belonging to a different batch or different M.R.P.s being used by manufacturers in different regions.

Despite our best efforts, there may be an instance of mispricing of items in our catalogue/offer on Website and application. However, we verify prices as part of our dispatch procedures. If a product's correct price is lower than our stated price, we charge the lower amount and send you the item. If a product's correct price is higher than our stated price, you may return at the time of delivery or we may not supply the product unless the problem get resolved and if you do not want to purchase the Product in such higher price we shall cancel your order and refund you the amount paid by you for such cancelled transaction as per existing refund policy.

Our online price may not match with offline price at store. You shall not raise any dispute on the same.

### 2) Payment Policy:

Discount Bazaar offers you multiple payment options however it reserves its right to add or delete any mode of payment without any prior notice.

#### A. Offline Payment Mode:

**Cash on Delivery (CoD)** – Buyer needs to make payment in cash to the delivery person at the time of receipt of delivery of the Products at its delivery location

**Food Coupons on Delivery** – Food Coupons shall be accepted at the sole discretion of Discount Bazaar against value of Ready to Eat / certain category of food items on the invoice at the time of Delivery of Products at the delivery location. Items permissible for purchase through food coupons shall change without prior notice and you shall have the option to cancel the item/order or shall pay in cash or card.

For CoD Payment option, maximum order value is Rs 20,000/- However Discount Bazaar can change this limit without further notice.

**Card on Delivery:** A mobile EDC machine may be made available at your door step to facilitate payment by Credit / Debit Card . However due to prevailing network condition in your area or any technical glitch in the equipment or due to any other reason if the EDC terminal is not able to collect the payment, you shall make payment by cash.

In cases where payment is attempted but remains unsuccessful and a successful charge slip does not get generated, you shall make the payment in cash for that particular order. In certain cases though you may receive a payment confirmation sms from your bank, the amount generally gets reversed in the same account. You may raise the incident with customer care number on the back of card to reverse the amount in case of unreasonable delay, Discount Bazaar will not be responsible for such failed attempts due to any network or technical reasons. We on our part, upon request of customer, after due verification with our back end team may

give a written confirmation of the non-receipt of payment for you to appropriately take up with card issuing bank.

**B. Online Payment Mode:**

**i. Credit Cards**

**ii. Debit Card**

**iii. Net Banking**

**iv. Wallet Payment**

**Acceptance:**

We accept payments made by most of the major credit/debit cards issued in India. Acceptance of card payment is at the sole discretion of Discount Bazaar and you may be asked to submit copy of photo identity proof too. However Discount Bazaar reserves its right to deny acceptance of card payment without any prior notice. We don't accept internationally issued credit/debit cards and certain cards issued by banks in India too.

**Order:**

You can place your order with us either on our Website and application and choose any of our payment modes made available to you. In case of payment to be made offline, Buyer needs to pay the invoice amount in cash / coupon / card at the time of delivery of the Product at its doorstep/preferred location.

Orders will be processed for shipment/delivery upon selection of your preferred delivery location, date and time and confirmation by us. Discount Bazaar may change maximum order value of COD and items/locations available for COD without prior intimation.

**Payment:**

While availing any of the payment method/s available on the Website and application, we will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to you due to:

- i. Lack of authorization for any transaction/s, or
- ii. Exceeding the present limit mutually agreed by you and your issuing bank, or
- iii. Any payment issues arising out of the transaction, or
- iv. Decline of transaction for any other reason/s

Discount Bazaar reserves its right to change the price of any product in the Website and application any time without any notice. Prices stated at the time of an order is placed shall apply in respect to that order.

All payments made against the purchases of products on Website and application by you shall be in Indian Rupees only. Website and application will not facilitate transaction with respect to any other form of currency with respect to the purchases made on Website and application.

You represent and confirm that the credit/debit card that is being used is yours or that you have been specifically authorized by the owner of the credit/debit card to use it. You further agree and undertake to provide the correct and valid credit card details to carry out a transaction on the Website and application. All credit/debit card holders are subject to validation checks and authorization by the card issuer. If the issuer of your payment card refuses to authorize payment to us, we will not be liable for any delay or non-delivery.

In case of payment made through online, before shipping / delivering your order to you, we may request you to provide copy of photo identity proof document as acceptable to Discount Bazaar



to establish your ownership of the payment instrument used by you for your purchase. This is done in the interest of providing a safe online shopping environment to our users.

Discount Bazaar reserves the right to impose limits on the number of transactions which Discount Bazaar may receive from an individual valid credit/debit/ valid bank account and reserves the right to refuse to process transactions exceeding such limit.

Discount Bazaar reserves its right to refuse to process transactions by buyers with a prior history of questionable charges including without limitation breach of any agreements by buyer with Discount Bazaar or breach/violation of any law or any charges imposed by bank or breach of any policy. Discount Bazaar may do such checks as it deems fit before approving the buyer's order ) for security or other reasons at the discretion of Discount Bazaar. As a result of such check if Discount Bazaar is not satisfied with the creditability of the Buyer or genuineness of the transaction, it will have the right to reject such order. Discount Bazaar may delay dispatch or cancel any transaction at its sole discretion, if Discount Bazaar is suspicious of any Buyer's authenticity or activity or if the Buyer is conducting high transaction volumes, to ensure safety of the transaction.

In cases where the payment of an online order does not get successfully communicated to our system due to any network or technical issue between intermediary, bank or payment gateway, the order shall not be processed and a refund will be initiated for the same. However in an unsuccessful attempt if the customer's account gets debited, such amounts generally gets auto reversed in the same account. However Discount Bazaar shall not be held responsible for such amounts debited in unsuccessful attempts and customer can raise reversal request with their bank should there be any unreasonable delay in refund.

Buyer acknowledges that Discount Bazaar will not be liable for any damages, interests, claims etc. resulting from not processing a transaction or any delay in processing a transaction which is beyond control of Discount Bazaar.

## RETURN, EXCHANGE, & REFUND

### 1) Return & Refund Policy:

We endeavour to provide the best quality products every single time you order with us.

We have a "no questions asked return at delivery and refund policy" which entitles all our customers to return the product at the time of delivery if they are not satisfied with the quality, freshness or physical condition of the product. At the time of delivery, we will take the returned product back with us and if already paid the corresponding value would be refunded to you through the same mode of payment used at the time of purchase viz., credit card, debit card, net banking. Alternatively, at your option, the said amount can be credited to your digital wallet in the Application which can be used for your subsequent purchases.

Products once sold and delivered to you, shall be eligible for return only if the product condition is found to be damaged, broken, faulty or different from the ordered one. You can return the product(s), purchased from us under your order as per below, provided the product(s) packs are sealed/unopened/unused and in original condition.

Product Category	Reason for Return: Damaged / Faulty / Broken/ Leaking
Bread / Fruits & Vegetable / Eggs	Within 1 day of delivery
Dairy Products	Within 1 day of delivery

Non Food	Within 3 days of delivery
Packaged Food	Within 3 days of delivery

The following types of products – once accepted by customers cannot be returned:

- **Personal utility items such as undergarments, handkerchiefs, socks, and cosmetics,**  
**Product Condition:** A product cannot be returned unless it is a defective, broken, faulty, leaking or not of satisfactory quality. In case of return/exchange you must return the product to us in the same original condition as is supplied by us. Products, under the following instances, cannot be accepted by us as/under Return:
  - i. damages due to mishandling of product;
  - ii. products with tampered or missing labels;
  - iii. Products without all original packaging and accessories, including the box, manufacturer's packaging if any, original invoice and all other items originally included with the product(s) delivered.
  - iv. **Product Accessories / Freebies / Bundles & Combos:** All the product accessories available with the product and / or all the freebies associated with the product and / or other products associated as "bundles" or "combos" with the product should also be returned so as to enable us to initiate the exchange or return process.
  - v. **Validity Period for Return/Exchange:** Subject to Return/exchange Policy, a purchased product can be returned within 1 (One) to 3 (Three) days from the date of delivery/placing an order depending on the nature of the product as mentioned herein above.

We do not make any cash refunds.

In case of prepaid orders, if any part of it remains short delivered due to some reason, corresponding value would be refunded to you through the same mode of payment used at the time of purchase viz., credit card, debit card, net banking .

The amount will be refunded to you between 3-15 working days depending upon the mode of payment chosen by you. Sometimes banks or financial intermediaries take a longer time to process the refund request. However, if the refund does not happen by the date advised, you may contact us and we will gladly help you. Alternatively at your option, the said amount can be credited to your digital wallet in the Application which can be used for your subsequent purchases.

## 2) Exchange Policy:

Products can only be returned for a refund. We don't provide an exchange of products.

## 3) Cancellation Policy:

You can cancel your order anytime up to the cut-off time of the slot for which you have placed an order. In such a case we shall refund any payments already made by you for the order as per the prevailing Refund Policy.

Please email us at: [help.discountbazaar@gmail.com](mailto:help.discountbazaar@gmail.com) for cancellation of your Order.

On receipt of the cancellation notice we shall cancel the order and refund the entire amount if the order has not been processed by us. Cancellation of Order can't be done/accepted once the products under your order is released for dispatch/ shipped out from our delivery location.

In case the Customer has availed any benefit in relation to the Product for which the order has been cancelled by the Customer, he/she agrees and authorizes Discount Bazaar to recover such benefits from the Customer or set-off the same from any refunds to the Customer.

The Customer understands and agrees that the offer for sale of the Product by Discount Bazaar is not an absolute or an unconditional offer. Such offer to sale by Discount Bazaar is subject to repudiation by Discount Bazaar at any time before the delivery of the Product to the Customer, without any obligation to assign or provide any reason for such repudiation, and without any consent from the Customer, and without any liability or any obligation towards the Customer.

**ALL RETURNS, EXCHANGE AND CANCELLATION OF PRODUCTS ARE SUBJECT TO MANUFACTURER'S WARRANTIES AND THE INVOICE TERMS AND CONDITIONS.**

**4) Delivery/Shipping Policy: Delivery Timelines:** We will make every effort to get your order delivered to you as per your convenient/ chosen available slot. The typical time that is required to process an order is 24 hours from receiving the order online. There is no guaranteed dispatch time and any information about the dispatch time is estimate only and should not be relied upon as such. Therefore, time is not the essence of the bi-partite contract between the Customer and Discount Bazaar for purchase and sale of Product through the Website and Application.

1. The products ordered by You shall be available for delivery as per allotted delivery slot during the delivery hours, namely, 08:00 hours to 20:00 hours on all days. Delivery will be made to the address specified by you on the order form. You are responsible for ensuring that someone is present at the delivery address to receive and pay for deliveries at the specified time of delivery. Anyone at the delivery address who receives the delivery is conclusively presumed to be authorized to receive and pay for the order. If you are not at the delivery address or unavailable when we reach, we will schedule a re-delivery for you at an additional cost.
2. We will deliver your order to the main entrance of the delivery address. We always reserve the right to deliver only to the main entrance of the delivery address. We shall not be liable directly or indirectly for any special request by you to our delivery associate to deliver the order to any other place than the main entrance of the delivery address.
- iii. It is your responsibility to count and check all the products while accepting the Products as per your Order. No dispute will be entertained by Discount Bazaar once you accept the products at the Delivery Point.
- iv. You shall accept the product without demur in the following circumstances:
  - a. If the products delivered to you are in accordance with your order, or
  - b. Loose Fruits and Vegetables with minor weight variation due to moisture loss

We request you to check all the Products at the time of delivery. Complaint pertaining to short weight will not be entertained, if the complaint is not lodged immediately on delivery.

**5) Shipping Charges:**

All deliveries made as per your orders placed shall be subject to delivery charges as decided by Discount Bazaar from time to time plus government taxes as applicable. Discount Bazaar reserves the right to change its Fee Policy from time to time. Any changes in the delivery charges shall be posted on our Website and Application.

#### 6) Order-Splitting:

Sometimes we may not be in a position to deliver an order to a particular location due to the nature of the product, its availability or due to the service limitations of our courier and logistic partners. In such cases, you may receive the items (of a single order) at different points of time or through different courier partners.

#### 7) Delivery Locations:

We currently deliver orders to selected pin codes/areas across a city within India only. You may check the delivery serviceability of your area/locality with our customer care/support team by emailing us at [contact.discountbazaar@gmail.com](mailto:contact.discountbazaar@gmail.com).

### TERMINATION POLICY

This User Agreement shall be effective from the date and time of your acceptance of the Terms of the Website and Application and remain in force unless and until terminated by either of us. You may terminate this Agreement at any time, provided that you discontinue any further use of the Website and Application. We may terminate this User Agreement at any time and may do so immediately without notice, and accordingly deny you access to the Website and Application. Such termination will be without any liability to us. Upon any termination of the User Agreement by either of us, you must promptly destroy all materials downloaded or otherwise obtained from the Website and Application, as well as all copies of such materials, whether made under the User Agreement or otherwise. Any such termination of the User Agreement shall not cancel your obligation to pay for the product already ordered from the Website or Application or affect any liability that may have arisen under the User Agreement.

**Privacy policy:** Use of this Site is subject to our Privacy Policy, available at the Website and Application. We respect your privacy and shall not intentionally monitor or disclose any private messages or address information unless required by law, regulation or court order. You agree to respect the privacy and confidentiality of others.

We reserve the right to change or update these policies at any time without any prior notice effective immediately upon posting to this site.

**Waiver:** Our failure to enforce any provision of the Terms or respond to a breach by you shall not in any way waive our right to enforce subsequently any provision of the Terms or to act with respect to similar breaches.

**Entire Agreement:** This agreement constitutes the entire and final agreement regarding the Website and application and its contents, and supersedes any prior or contemporaneous communications between you and us regarding the Website and application and its contents.

**Reserved Rights of Discount Bazaar:** We may discontinue this Website and application at any time and for any reason, without notice. All rights not expressly granted herein are hereby reserved to us.

**Applicable Law:** Any dispute arising out of these terms and conditions, user agreement, privacy policy or the documents they incorporate by reference and/or your use of the Website and application shall be governed and construed in accordance with the laws of India, notwithstanding any conflicts of law.

**Jurisdiction:** You specifically consent to submit any dispute arising out of these terms and conditions/User agreement to the jurisdiction of courts of Mumbai, India.

**DISCLAIMER:** This Website and application provides Content without any warranties or guarantees and in an "As Is" and "where is" basis. You must bear the risks associated with the use of the Website and Application. This Website and application provides content from other Internet sites or resources and while Discount Bazaar and its software support service provider tries to ensure that material included on the Website and application is correct, reputable and of high quality, it cannot accept responsibility if this is not the case. Discount Bazaar and its affiliates shall not be held 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 and application. Discount Bazaar, its affiliates or its associates and technology

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