About Us

Welcome to Advaita Unnati OPC Pvt., Ltd. We are one of the great best sellers in market to provide and give you the products and items at the cheapest price with good quality; we are near to you with our web portal and mobile platform to serve you.

Contact Us

Registered office – Advaita Unnati OPC Private Limited C/O, Laxmi Plaza, 68-5-1, Ramalayam Street Patamata, Vijayawada, Andhrapradesh, 520010

Contact – Mr. Vishnu Vardhan +91 8142162888

Membership Eligibility

Transaction on the Platform is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. 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 Platform. If you are a minor i.e. under the age of 18 years, you may use the Platform or access content on the Platform only under the supervision and prior consent/ permission of a parent or legal guardian.

As a minor if you wish to transact on the Platform, such transaction on the Platform may be made by your legal guardian or parents. Advaita reserves the right to terminate your membership and / or refuse to provide you with access to the Platform if it is brought to Advaita's notice or if it is discovered that You are under the age of 18 years and transacting on the Platform.

Your Account and Registration Obligations

If you use the Platform, You shall be responsible for maintaining the confidentiality of your Display Name and Password and you shall be responsible for all activities that occur under your Display Name and Password. You agree that if You provide any information that is untrue, inaccurate, not current or incomplete or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with the this Terms of Use, We shall have the right to indefinitely suspend or terminate or block access of your membership on the Platform and refuse to provide You with access to the Platform.

Your mobile phone number and/or e-mail address is treated as your primary identifier on the Platform. It is your responsibility to ensure that Your mobile phone number and your email address is up to date on the Platform at all times. You agree to notify Us promptly if your mobile phone number or e-mail address changes by updating the same on the Platform through a onetime password verification.

You agree that Advaita shall not be liable or responsible for the activities or consequences of use or misuse of any information that occurs under your Account in cases, including, where You have failed to update Your revised mobile phone number and/or e-mail address on the Website Platform.

If You share or allow others to have access to Your account on the Platform ("Account"), by creating separate profiles under Your Account, or otherwise, they will be able to view and access Your

Account information. You shall be solely liable and responsible for all the activities undertaken under Your Account, and any consequences therefrom.

Communications

When You use the Platform or send emails or other data, information or communication to us, You agree and understand that You are communicating with Us through electronic records and You consent to receive communications via electronic records from Us periodically and as and when required. We may communicate with you by email or by such other mode of communication, electronic or otherwise.

<u>Platform for Transaction and Communication</u>

The Platform is a platform that Users utilize to meet and interact with one another for their transactions. Advaita is not and cannot be a party to or control in any manner any transaction between the Platform's Users.

Henceforward:

All commercial/contractual terms are offered by and agreed to between Buyers and Sellers alone. The commercial/contractual terms include without limitation price, shipping costs, payment methods, payment terms, date, period and mode of delivery, warranties related to products and services and after sales services related to products and services. Advaita does not have any control or does not determine or advise or in any way involve itself in the offering or acceptance of such commercial/contractual terms between the Buyers and Sellers. All discounts, offers (including exchange offers) are by the Seller/Brand and not by Advaita.

Placement of order by a Buyer with Seller on the Platform is an offer to buy the product(s) in the order by the Buyer to the Seller and it shall not be construed as Seller's acceptance of Buyer's offer to buy the product(s) ordered. The Seller retains the right to cancel any such order placed by the Buyer, at its sole discretion and the Buyer shall be intimated of the same by way of an email/SMS. Any transaction price paid by Buyer in case of such cancellation by Seller, shall be refunded to the Buyer. Further, the Seller may cancel an order wherein the quantities exceed the typical individual consumption. This applies both to the number of products ordered within a single order and the placing of several orders for the same product where the individual orders comprise a quantity that exceeds the typical individual consumption. What comprises a typical individual's consumption quantity limit shall be based on various factors and at the sole discretion of the Seller and may vary from individual to individual.

Advaita does not make any representation or Warranty as to specifics (such as quality, value, salability, etc) of the products or services proposed to be sold or offered to be sold or purchased on the Platform. Advaita does not implicitly or explicitly support or endorse the sale or purchase of any products or services on the Platform. Advaita accepts no liability for any errors or omissions, whether on behalf of itself or third parties.

Advaita is not responsible for any non-performance or breach of any contract entered into between Buyers and Sellers. Advaita cannot and does not guarantee that the concerned Buyers and/or Sellers will perform any transaction concluded on the Platform. Advaita shall not and is not required to mediate or resolve any dispute or disagreement between Buyers and Sellers.

Advaita does not make any representation or warranty as to the item-specifics (such as legal title, creditworthiness, identity, etc) of any of its Users. You are advised to independently verify the bona fides of any particular User that You choose to deal with on the Platform and use Your best judgment in that behalf.

Advaita does not at any point of time during any transaction between Buyer and Seller on the Platform come into or take possession of any of the products or services offered by Seller nor does it at any point gain title to or have any rights or claims over the products or services offered by Seller to Buyer.

At no time shall Advaita hold any right, title or interest over the products nor shall Advaita have any obligations or liabilities in respect of such contract entered into between Buyers and Sellers. Advaita is not responsible for unsatisfactory or delayed performance of services or damages or delays as a result of products which are out of stock, unavailable or back ordered.

The Platform is only a platform that can be utilized by Users to reach a larger base to buy and sell products or services. Advaita is only providing a platform for communication and it is agreed that the contract for sale of any of the products or services shall be a strictly bipartite contract between the Seller and the Buyer.

At no time shall Advaita hold any right, title or interest over the products nor shall Advaita have any obligations or liabilities in respect of such contract.

Advaita is not responsible for unsatisfactory or delayed performance of services or damages or delays as a result of products which are out of stock, unavailable or back ordered.

Select products offered by sellers may be eligible for business purchases on the Platform.

Upon Your purchase of product(s) eligible for business purchases, You may be able to avail the benefits of GST input tax credit. Accordingly, at your request, an invoice containing the GSTIN as provided by You ("Tax Invoice") shall be issued to You by the Seller(s) selling such products.

GST invoice will have, inter alia, the following details printed on it: -GSTIN associated with your registered business, as provided by you

Entity name of your registered business, as provided by you

Not all products are eligible for business purchases on the Platform and the same is solely at the discretion of the Sellers. You will be able to view the eligibility of Tax Invoice on the product page on the Platform.

Purchases on the Platform must only be for end consumption. Users must not use products purchased on the Platform for any commercial, promotional, resale or further distribution purposes.

For seamless availment of input tax credit, kindly mention the delivery address as the address which is mentioned as the registered place of business as per the records of GST authority. Please note that availment of input tax credit is subject to provisions of GST Act and rules.

The delivery and billing addresses will be required to be the same, please note that input tax credit will be denied by GST authority if the delivery address and GSTIN in the GST invoice are of different states.

If GSTIN and/or business entity details are not provided by You, it will be presumed that it is a personal purchase and not a business purchase.

Advaita is not responsible to verify the correctness of the GSTIN and/or entity name provided by You and You shall be entirely responsible to provide the accurate details.

Advaita and Seller shall not entertain any request for any revision in the GST Invoice. Advaita and Seller shall not be liable for Your default including for reasons associated with details provided by You.

Advaita will not be liable in case You are not able to avail input tax credit or if input tax credit is denied to You for any reason whatsoever.

You shall be solely liable for all compliances required under applicable laws.

You agree to indemnify and hold Advaita and Seller harmless from all losses, claims, costs, expenses, suits, proceedings, or any other liability including any third-party claims (including any penalties imposed by governmental authorities) arising out of or in connection with (1) the GSTIN and/or entity name provided by you or the input tax credit claimed by you or your use or misuse of the GST Invoice and (2) your non-compliance with the applicable laws or (3) your use or misuse of any third-party's details including GSTIN.

Advaita has the right to not allow business purchases on the Platform to You if a fraudulent activity is identified.

Seller reserves the right to not issue Tax Invoice or issue a credit note against an already issued Tax Invoice to cancel the transaction, if any fraudulent activity is identified.

You shall independently agree upon the manner and terms and conditions of delivery, payment, insurance etc. with the seller(s) that You transact with.

Disclaimer: Pricing on any product(s) as is reflected on the Platform may due to some technical issue, typographical error or product information published by seller may be incorrectly reflected and in such an event seller may cancel such your order(s).

You release and indemnify Advaita and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of the Users of the Platform and specifically waive any claims that you may have in this behalf under any applicable law. Notwithstanding its reasonable efforts in that behalf, Advaita cannot take responsibility or control the information provided by other Users which is made available on the Platform. You may find other User's information to be offensive, harmful, inconsistent, inaccurate, or deceptive. Please use caution and practice safe trading when using the Platform.

Please note that there could be risks in dealing with underage persons or people acting under false pretence.

Charges

Membership on the Platform is free for buyers. Advaita does not charge any fee for browsing and buying on the Platform. Advaita reserves the right to change its Fee Policy from time to time. In particular, Advaita may at its sole discretion introduce new services and modify some or all of the existing services offered on the Platform. In such an event Advaita reserves the right to introduce fees for the new services offered or amend/introduce fees for existing services, as the case may be. Changes to the Fee Policy shall be posted on the Platform and such changes shall automatically become effective immediately after they are posted on the Platform. Unless otherwise stated, all fees shall be quoted in Indian Rupees. You shall be solely responsible for compliance of all applicable laws including those in India for making payments to Advaita Internet Private Limited.

Use of the Platform

You agree, undertake and confirm that Your use of Platform shall be strictly governed by the following binding principles:

You shall not host, display, upload, modify, publish, transmit, update or share any information which:

- (a) belongs to another person and to which You does not have any right to;
- (b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
- (c) is misleading in any way;
- (d) is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;
- (e) harasses or advocates harassment of another person;
- (f) involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
- (g) promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
- (h) infringes upon or violates any third party's rights [including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity];
- (i) promotes an illegal or unauthorized copy of another person's copyrighted work (see "Copyright complaint" below for instructions on how to lodge a complaint about uploaded copyrighted

material), such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;

- (j) contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
- (k) provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
- (I) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- (m) contains video, photographs, or images of another person (with a minor or an adult).
- (n) tries to gain unauthorized access or exceeds the scope of authorized access to the Platform or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Platform or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
- (o) engages in commercial activities and/or sales without Our prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" products related to the Platform. Throughout this Terms of Use, Advaita's prior written consent means a communication coming from Advaita's Legal Department, specifically in response to Your request, and specifically addressing the activity or conduct for which You seek authorization;
- (p) solicits gambling or engages in any gambling activity which We, in Our sole discretion, believes is or could be construed as being illegal;
- (q) interferes with another USER's use and enjoyment of the Platform or any other individual's User and enjoyment of similar services;
- (r) refers to any Platform or URL that, in Our sole discretion, contains material that is inappropriate for the Platform or any other Platform, contains content that would be prohibited or violates the letter or spirit of these Terms of Use.
- (s) harm minors in any way;
- (t) infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen products;
- (u) violates any law for the time being in force;
- (v) deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- (w) impersonate another person;
- (x) 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;

- (y) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
- (z) shall not be false, inaccurate or misleading;
- (aa) shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.
- (ab) shall not create liability for Us or cause Us to lose (in whole or in part) the services of Our internet service provider ("ISPs") or other suppliers;
- 1. You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Platform. We reserve Our right to bar any such activity.
- 2. You shall not attempt to gain unauthorized access to any portion or feature of the Platform, or any other systems or networks connected to the Platform or to any server, computer, network, or to any of the services offered on or through the Platform, by hacking, password "mining" or any other illegitimate means.
- 3. You shall not probe, scan or test the vulnerability of the Platform or any network connected to the Platform nor breach the security or authentication measures on the Platform or any network connected to the Platform. You may not reverse look-up, trace or seek to trace any information on any other User of or visitor to Platform, or any other customer, including any account on the Platform not owned by You, to its source, or exploit the Platform or any service or information made available or offered by or through the Platform, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the Platform.
- 4. You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about Us or the brand name or domain name used by Us including the terms Advaita, Flyte, Digiflip, Flipcart, Advaita.com, or otherwise engage in any conduct or action that might tarnish the image or reputation, of Advaita or sellers on platform or otherwise tarnish or dilute any Advaita's trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by us. You agree that You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Platform or Advaita's systems or networks, or any systems or networks connected to Advaita.
- 5. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Platform or any transaction being conducted on the Platform, or with any other person's use of the Platform.
- 6. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal You send to Us on or through the Platform or any service offered on or through the Platform. You may not pretend that You are, or that You represent, someone else, or impersonate any other individual or entity.

- 7. You may not use the Platform or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Advaita and / or others.
- 8. You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules thereunder as applicable and as amended from time to time and also all applicable Domestic laws, rules and regulations (including the provisions of any applicable Exchange Control Laws or Regulations in Force) and International Laws, Foreign Exchange Laws, Statutes, Ordinances and Regulations (including, but not limited to Sales Tax/VAT, Income Tax, Octroi, Service Tax, Central Excise, Custom Duty, Local Levies) regarding Your use of Our service and Your listing, purchase, solicitation of offers to purchase, and sale of products or services. You shall not engage in any transaction in an item or service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.
- 9. Solely to enable Us to use the information You supply Us with, so that we are not violating any rights You might have in Your Information, You agree to grant Us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights You have in Your Information, in any media now known or not currently known, with respect to Your Information. We will only use Your information in accordance with the Terms of Use and Privacy Policy applicable to use of the Platform.
- 10. From time to time, You shall be responsible for providing information relating to the products or services proposed to be sold by You. In this connection, You undertake that all such information shall be accurate in all respects. You shall not exaggerate or over emphasize the attributes of such products or services so as to mislead other Users in any manner.
- 11. You shall not engage in advertising to, or solicitation of, other Users of the Platform to buy or sell any products or services, including, but not limited to, products or services related to that being displayed on the Platform or related to us. You may not transmit any chain letters or unsolicited commercial or junk email to other Users via the Platform. It shall be a violation of these Terms of Use to use any information obtained from the Platform in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person other than Us without Our prior explicit consent. In order to protect Our Users from such advertising or solicitation, We reserve the right to restrict the number of messages or emails which a user may send to other Users in any 24-hour period which We deems appropriate in its sole discretion. You understand that We have the right at all times to disclose any information (including the identity of the persons providing information or materials on the Platform) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, We can (and You hereby expressly authorize Us to) disclose any information about You to law enforcement or other government officials, as we, in Our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.

We reserve the right, but has no obligation, to monitor the materials posted on the Platform. Advaita shall have the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Use. Notwithstanding this right, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST ON THE PLATFORM AND IN YOUR PRIVATE MESSAGES. Please be advised that such Content posted does not necessarily reflect Advaita views. In no event shall Advaita

assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the Platform. You hereby represent and warrant that You have all necessary rights in and to all Content which You provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libellous, tortious, or otherwise unlawful information.

- Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Platform, including payment and delivery of related products or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such advertiser. We shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Platform.
- 2. It is possible that other users (including unauthorized users or "hackers") may post or transmit offensive or obscene materials on the Platform and that You may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about You due to your use of the Platform, and that the recipient may use such information to harass or injure You. We does not approve of such unauthorized uses, but by using the Platform You acknowledge and agree that We are not responsible for the use of any personal information that You publicly disclose or share with others on the Platform. Please carefully select the type of information that You publicly disclose or share with others on the Platform.
- 3. Advaita shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).
- 4. If you choose to browse or transact on the Platform using the voice command-based shopping feature, you acknowledge that Advaita and/or its affiliates will collect, store and use your voice inputs on this feature to customize your experience and provide additional functionality as well as to improve Advaita's and/or its affiliates' products and services. Advaita's and/or its affiliates' use of your voice data will be in accordance with the Advaita Privacy Policy. You accept that your use of this feature is restricted to the territory of the Republic of India. This feature may not be accessible on certain devices and requires an internet connection. Advaita reserves the right to change, enhance, suspend, or discontinue this feature, or any part of it, at any time without notice to you. Your continued use of this feature constitutes your acceptance of the terms related to this feature.
- 5. You acknowledge and agree that the Hindi, Telugu, Tamil, Kannada and Marathi, Bengali, Gujarati, Odia, Malayalam, Punjabi & Assamese translation features are made available on the Platform on a reasonable effort basis for convenience only, without any representation or warranties by Advaita, express or implied, including the translations being error free, their accuracy, completeness or reliability. Under the translation feature, You will have the option to adding delivery addresses in the language selected by You out of the featured languages. Such delivery addresses shall be transliterated in English language for processing, handling and fulfilling Your orders on the Platform. Advaita expressly disclaims any liability of any nature whatsoever arising from or related to the said translation/transliteration features on the Platform. Some features and sections on the Platform may not be translated in the language selected by You [Hindi, Telugu, Tamil, Kannada, Marathi, Bengali, Gujarati, Odia, Malayalam, Punjabi & Assamese language, as applicable], and the English version of the same will be the definitive version. In the event of any conflict or inconsistency between the translated terms and the English version available on the Platform, the English version on the Platform shall prevail. This feature may not be accessible on certain devices. Advaita reserves the right to change, enhance, suspend, or discontinue this feature, or any part of it, at any time without notice to You.

Use of the Platform

You agree, undertake and confirm that Your use of Platform shall be strictly governed by the following binding principles:

- 1. You shall not host, display, upload, modify, publish, transmit, update or share any information which:
 - (a) belongs to another person and to which You does not have any right to;
 - (b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
 - (c) is misleading in any way;
 - (d) is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - (e) harasses or advocates harassment of another person;
 - (f) involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
 - (g) promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
 - (h) infringes upon or violates any third party's rights [including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity];
 - (i) promotes an illegal or unauthorized copy of another person's copyrighted work (see "Copyright complaint" below for instructions on how to lodge a complaint about uploaded copyrighted material), such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
 - (j) contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
 - (k) provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
 - (I) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
 - (m) contains video, photographs, or images of another person (with a minor or an adult).

- (n) tries to gain unauthorized access or exceeds the scope of authorized access to the Platform or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Platform or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
- (o) engages in commercial activities and/or sales without Our prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" products related to the Platform. Throughout this Terms of Use, Advaita's prior written consent means a communication coming from Advaita's Legal Department, specifically in response to Your request, and specifically addressing the activity or conduct for which You seek authorization;
- (p) solicits gambling or engages in any gambling activity which We, in Our sole discretion, believes is or could be construed as being illegal;
- (q) interferes with another USER's use and enjoyment of the Platform or any other individual's User and enjoyment of similar services;
- (r) refers to any Platform or URL that, in Our sole discretion, contains material that is inappropriate for the Platform or any other Platform, contains content that would be prohibited or violates the letter or spirit of these Terms of Use.
- (s) harm minors in any way;
- (t) infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen products;
- (u) violates any law for the time being in force;
- (v) deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- (w) impersonate another person;
- (x) 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;
- (y) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
- (z) shall not be false, inaccurate or misleading;
- (aa) shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.
- (ab) shall not create liability for Us or cause Us to lose (in whole or in part) the services of Our internet service provider ("ISPs") or other suppliers;

- 1. You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Platform. We reserve Our right to bar any such activity.
- You shall not attempt to gain unauthorized access to any portion or feature of the Platform, or any other systems or networks connected to the Platform or to any server, computer, network, or to any of the services offered on or through the Platform, by hacking, password "mining" or any other illegitimate means.
- 3. You shall not probe, scan or test the vulnerability of the Platform or any network connected to the Platform nor breach the security or authentication measures on the Platform or any network connected to the Platform. You may not reverse look-up, trace or seek to trace any information on any other User of or visitor to Platform, or any other customer, including any account on the Platform not owned by You, to its source, or exploit the Platform or any service or information made available or offered by or through the Platform, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the Platform.
- 4. You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about Us or the brand name or domain name used by Us including the terms Advaita, Flyte, Digiflip, Flipcart, Advaita.com, or otherwise engage in any conduct or action that might tarnish the image or reputation, of Advaita or sellers on platform or otherwise tarnish or dilute any Advaita's trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by us. You agree that You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Platform or Advaita's systems or networks, or any systems or networks connected to Advaita.
- 5. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Platform or any transaction being conducted on the Platform, or with any other person's use of the Platform.
- 6. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal You send to Us on or through the Platform or any service offered on or through the Platform. You may not pretend that You are, or that You represent, someone else, or impersonate any other individual or entity.
- 7. You may not use the Platform or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Advaita and / or others.
- 8. You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules thereunder as applicable and as amended from time to time and also all applicable Domestic laws, rules and regulations (including the provisions of any applicable Exchange Control Laws or Regulations in Force) and International Laws, Foreign Exchange Laws, Statutes, Ordinances and Regulations (including, but not limited to Sales Tax/VAT, Income Tax, Octroi, Service Tax, Central Excise, Custom Duty, Local Levies) regarding Your use of Our service and Your listing, purchase, solicitation of offers to purchase, and sale of products or services. You shall not engage in any transaction in an item or service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.

- 9. Solely to enable Us to use the information You supply Us with, so that we are not violating any rights You might have in Your Information, You agree to grant Us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights You have in Your Information, in any media now known or not currently known, with respect to Your Information. We will only use Your information in accordance with the Terms of Use and Privacy Policy applicable to use of the Platform.
- 10. From time to time, You shall be responsible for providing information relating to the products or services proposed to be sold by You. In this connection, You undertake that all such information shall be accurate in all respects. You shall not exaggerate or over emphasize the attributes of such products or services so as to mislead other Users in any manner.
- 11. You shall not engage in advertising to, or solicitation of, other Users of the Platform to buy or sell any products or services, including, but not limited to, products or services related to that being displayed on the Platform or related to us. You may not transmit any chain letters or unsolicited commercial or junk email to other Users via the Platform. It shall be a violation of these Terms of Use to use any information obtained from the Platform in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person other than Us without Our prior explicit consent. In order to protect Our Users from such advertising or solicitation, We reserve the right to restrict the number of messages or emails which a user may send to other Users in any 24-hour period which We deems appropriate in its sole discretion. You understand that We have the right at all times to disclose any information (including the identity of the persons providing information or materials on the Platform) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, We can (and You hereby expressly authorize Us to) disclose any information about You to law enforcement or other government officials, as we, in Our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.

We reserve the right, but has no obligation, to monitor the materials posted on the Platform. Advaita shall have the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Use. Notwithstanding this right, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST ON THE PLATFORM AND IN YOUR PRIVATE MESSAGES. Please be advised that such Content posted does not necessarily reflect Advaita views. In no event shall Advaita assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the Platform. You hereby represent and warrant that You have all necessary rights in and to all Content which You provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libellous, tortious, or otherwise unlawful information.

 Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Platform, including payment and delivery of related products or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such advertiser. We shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Platform.

- 2. It is possible that other users (including unauthorized users or "hackers") may post or transmit offensive or obscene materials on the Platform and that You may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about You due to your use of the Platform, and that the recipient may use such information to harass or injure You. We does not approve of such unauthorized uses, but by using the Platform You acknowledge and agree that We are not responsible for the use of any personal information that You publicly disclose or share with others on the Platform. Please carefully select the type of information that You publicly disclose or share with others on the Platform.
- 3. Advaita shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).
- 4. If you choose to browse or transact on the Platform using the voice command-based shopping feature, you acknowledge that Advaita and/or its affiliates will collect, store and use your voice inputs on this feature to customize your experience and provide additional functionality as well as to improve Advaita's and/or its affiliates' products and services. Advaita's and/or its affiliates' use of your voice data will be in accordance with the Advaita Privacy Policy. You accept that your use of this feature is restricted to the territory of the Republic of India. This feature may not be accessible on certain devices and requires an internet connection. Advaita reserves the right to change, enhance, suspend, or discontinue this feature, or any part of it, at any time without notice to you. Your continued use of this feature constitutes your acceptance of the terms related to this feature.
- 5. You acknowledge and agree that the Hindi, Telugu, Tamil, Kannada and Marathi, Bengali, Gujarati, Odia, Malayalam, Punjabi & Assamese translation features are made available on the Platform on a reasonable effort basis for convenience only, without any representation or warranties by Advaita, express or implied, including the translations being error free, their accuracy, completeness or reliability. Under the translation feature, You will have the option to adding delivery addresses in the language selected by You out of the featured languages. Such delivery addresses shall be transliterated in English language for processing, handling and fulfilling Your orders on the Platform. Advaita expressly disclaims any liability of any nature whatsoever arising from or related to the said translation/transliteration features on the Platform. Some features and sections on the Platform may not be translated in the language selected by You [Hindi, Telugu, Tamil, Kannada, Marathi, Bengali, Gujarati, Odia, Malayalam, Punjabi & Assamese language, as applicable], and the English version of the same will be the definitive version. In the event of any conflict or inconsistency between the translated terms and the English version available on the Platform, the English version on the Platform shall prevail. This feature may not be accessible on certain devices. Advaita reserves the right to change, enhance, suspend, or discontinue this feature, or any part of it, at any time without notice to You.

Disclaimer of Warranties and Liability

This Platform, all the materials and products (including but not limited to software) and services, included on or otherwise made available to You through this site 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, Advaita does not warrant that:

This Platform will be constantly available, or available at all; or

The information on this Platform is complete, true, accurate or non-misleading.

Advaita 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 Platform. Advaita does not warrant that this site; information, Content, materials, product (including software) or services included on or otherwise made available to You through the Platform; their servers; or electronic communication sent from Us are free of viruses or other harmful components.

Nothing on Platform constitutes, or is meant to constitute, advice of any kind. All the Products sold on Platform are governed by different state laws and if Seller is unable to deliver such Products due to implications of different state laws, Seller will return or will give credit for the amount (if any) received in advance by Seller from the sale of such Product that could not be delivered to You.

You will be required to enter a valid phone number while placing an order on the Platform. By registering Your phone number with us, You consent to be contacted by Us via phone calls, SMS notifications, mobile applications and/or any other electronic mode of communication in case of any order or shipment or delivery related updates.

Selling

As a registered seller, you are allowed to list item(s) for sale on the Platform in accordance with the Policies which are incorporated by way of reference in this Terms of Use. You must be legally able to sell the item(s) you list for sale on our Platform. You must ensure that the listed items do not infringe upon the intellectual property, trade secret or other proprietary rights or rights of publicity or privacy rights of third parties. Listings may only include text descriptions, graphics and pictures that describe your item for sale. All listed items must be listed in an appropriate category on the Platform. All listed items must be kept in stock for successful fulfilment of sales.

The listing description of the item must not be misleading and must describe actual condition of the product. If the item description does not match the actual condition of the item, you agree to refund any amounts that you may have received from the Buyer. You agree not to list a single product in multiple quantities across various categories on the Platform. Advaita reserves the right to delete such multiple listings of the same product listed by you in various categories.

Payment Facility for Buyers:

- 1. You, as a Buyer, understand that upon initiating a Transaction You are entering into a legally binding and enforceable contract with the Seller to purchase the products and /or services from the Seller using the Payment Facility, and You shall pay the Transaction Price through Your Issuing Bank to the Seller using Payment Facility.
- 2. You, as a Buyer, may agree with the Seller through electronic communication and electronic records and using the automated features as may be provided by Payment Facility on any extension / increase in the Dispatch and/or Delivery time and the Transaction shall stand amended to such extent. Any such extension / increase of Dispatch / Delivery time or subsequent novation / variation of the Transaction should be in compliance with Payment Facility Rules and Policies.
- 3. You, as a Buyer, shall electronically notify Payment Facility using the appropriate Advaita Platform features immediately upon Delivery or non Delivery within the time period as provided in Policies. Non notification by You of Delivery or non Delivery within the time period specified in the Policies shall be construed as a deemed Delivery in respect of that Transaction. In case of Cash On Delivery transactions, Buyer is not required to confirm the receipt of products or services.

- 4. You, as a Buyer, shall be entitled to claim a refund of the Transaction Price (as Your sole and exclusive remedy) in case You do not receive the Delivery within the time period agreed in the Transaction or within the time period as provided in the Policies, whichever is earlier. In case you do not raise a refund claim using Platform features within the stipulated time than this would make You ineligible for a refund.
- 5. You, as a Buyer, understand that the Payment Facility may not be available in full or in part for certain category of products and/or services and/or Transactions as mentioned in the Policies and hence You may not be entitled to a refund in respect of the Transactions for those products and /or services
- 6. Except for Cash On Delivery transaction, refund, if any, shall be made at the same Issuing Bank from where Transaction Price was received, or through any other method available on the Platform, as chosen by You.
- 7. For Cash On Delivery transactions, refunds, if any, will be made via electronic payment transfers.
- 8. Refund shall be made in Indian Rupees only and shall be equivalent to the Transaction Price received in Indian Rupees.
- 9. For electronics payments, refund shall be made through payment facility using NEFT / RTGS or any other online banking / electronic funds transfer system approved by Reserve Bank India (RBI).
- 10. Refunds may be supported for select banks. Where a bank is not supported for processing refunds, You will be required to share alternate bank account details with us for processing the refund.
- 11. Refund shall be conditional and shall be with recourse available to Advaita in case of any misuse by Buyer.
- 12. We may also request you for additional documents for verification.
- 13. Refund shall be subject to Buyer complying with Policies.
- 14. Advaita reserves the right to impose limits on the number of Transactions or Transaction Price which Advaita may receive from on an individual Valid Credit/Debit/ Cash Card / Valid Bank Account/ and such other infrastructure or any other financial instrument directly or indirectly through payment aggregator or through any such facility authorized by Reserve Bank of India to provide enabling support facility for collection and remittance of payment or by an individual Buyer during any time period, and reserves the right to refuse to process Transactions exceeding such limit.
- 15. Advaita reserves the 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 Advaita or breach/violation of any law or any charges imposed by Issuing Bank or breach of any policy.
- 16. Advaita may do such checks as it deems fit before approving the receipt of/Buyers commitment to pay (for Cash On Delivery transactions) Transaction Price from the Buyer for security or other reasons at the discretion of Advaita. As a result of such check if Advaita is not satisfied with the creditability of the Buyer or genuineness of the Transaction or other reasons at its sole discretion, Advaita shall have the right to reject the receipt of / Buyers commitment to pay Transaction Price. For avoidance of doubt, it is hereby clarified that the 'Cash on Delivery' feature for payment, may be disabled for certain account users, at the sole discretion of Advaita.
- 17. Advaita may delay notifying the payment confirmation i.e. informing Seller to Dispatch, if Advaita deems suspicious or for Buyers conducting high transaction volumes to ensure safety of the Transaction and Transaction Price. In addition, Advaita may hold Transaction Price and Advaita may not inform Seller to Dispatch or remit Transaction Price to law enforcement officials (instead of refunding the same to Buyer) at the request of law enforcement officials or in the event the Buyer is engaged in any form of illegal activity.

18. The Buyer and Seller acknowledge that Advaita will not be liable for any damages, interests or claims etc. resulting from not processing a Transaction/Transaction Price or any delay in processing a Transaction/Transaction Price which is beyond control of Advaita.

Compliance with Laws:

- 1. As required by applicable law, if the Customer makes a purchase of an amount equal to or above INR 2 00 000.00, the Customer will be required to upload a scanned copy of his/her PAN card on the Platform, within 4 days of making the purchase, failing which, the purchase made by the Customer will be cancelled. The requirement to submit the PAN card arises only once and if it has been submitted once by the Customer, it need not be submitted again. The order of the Customer shall stand cancelled if there is a discrepancy between the name of the Customer and the name on the PAN Card.
- 2. Buyer and Seller shall comply with all the applicable laws (including without limitation Foreign Exchange Management Act, 1999 and the rules made and notifications issued there under and the Exchange Control Manual as may be issued by Reserve Bank of India from time to time, Customs Act, Information and Technology Act, 2000 as amended by the Information Technology (Amendment) Act 2008, Prevention of Money Laundering Act, 2002 and the rules made there under, Foreign Contribution Regulation Act, 1976 and the rules made there under, Income Tax Act, 1961 and the rules made there under, Export Import Policy of government of India) applicable to them respectively for using Payment Facility and Advaita Platform.

Buyer's arrangement with Issuing Bank:

- 1. All Valid Credit / Debit/ Cash Card/ and other payment instruments are processed using a Credit Card payment gateway or appropriate payment system infrastructure and the same will also be governed by the terms and conditions agreed to between the Buyer and the respective Issuing Bank and payment instrument issuing company.
- 2. All Online Bank Transfers from Valid Bank Accounts are processed using the gateway provided by the respective Issuing Bank which support Payment Facility to provide these services to the Users. All such Online Bank Transfers on Payment Facility are also governed by the terms and conditions agreed to between Buyer and the respective Issuing Bank.

Terms and Conditions

- 1. The products and Items in our website are based on availability of stock.
- 2. This Offer is being run by Advaita Unnati OPC Pvt., Ltd. on its Platform.
- 3. Customers are not bound in any way to participate in this Offer. Any participation is voluntary, and the Offer is being made purely on a best effort basis.
- 4. Advaita, in its sole discretion, reserves the right to disqualify You from the Offer and/or the benefits of this Offer, if any fraudulent activity is identified as being carried out for the purpose of availing the benefits under the said Offer.
- 5. The Offer shall be subject to force majeure events and on occurrence of such an event, the Offer may be withdrawn at the discretion of the Brand and/or Advaita.
- 6. Advaita shall not be responsible for any loss, injury or any other liability arising due to participation by any person in this Offer.
- 7. Advaita does not endorse the products sold on the Platform and will not accept any liability pertaining to the quality, merchantability, fitness, delivery or after sales service of Product(s). Advaita shall not be responsible towards any delay or failure of delivery of the Product to any Customer(s) during the provided timeline.
- 8. Customer understands that Advaita shall not be liable towards the quality of the Product and/or fulfillment of the Productand/or warranty claims and/or after sales services of the Product(s) and/or taxes arising out of the same. Any claim or dispute in relation to the same must be directed towards Brand/Sellers only.
- 9. Customer hereby agree to abide by the terms and conditions and privacy policy and other documents as may be applicable to him/her while accessing the Platform also to indemnify and keep Advaita harmless against all damages, liabilities, costs, expenses, claims, suits and proceedings (including reasonable attorney's fee) that may be suffered by Advaita as a consequence of (i) violation of terms of this T&C and other terms of the Platform by Customer; (ii) violation of applicable laws; (iii) any action or inaction resulting in wilful misconduct or negligence on Customer's part.
- 10. Customers hereby agree that Advaita has the sole right to decide all matters and disputes arising from this Offer and that all decisions of Advaita and/or Seller are final and binding.
- 11. Advaita reserves the right to amend, modify, cancel, update or withdraw this Offer at any time without notice. Upon such premature suspension, inconvenience, cessation, withdrawal, termination or closure of the Offer by Advaita no person shall be entitled to claim loss of any kind whatsoever.
- 12. This T&C shall be governed in accordance with the applicable laws in India. Courts at Vijayawada shall have the exclusive jurisdiction to settle any dispute that may arise under this T&C.
- 13. Advaita will not entertain any correspondence or communication regarding this Offer from any customer/persons.
- 14. The Offer shall be subject to the Income-Tax Act, 1961 and all disbursements shall be subject to TDS, as applicable.

15. This document is an electronic record in terms of Information Technology Act, 2000, and the Rules thereunder as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

Return Policy

Reasons for return:

Return Policy makes it possible for you to return a product if you receive a damaged or defective product or if the product is significantly different from what was purchased or when the package delivered is missing one or more products or accessories.

Conditions for return:

In order to return any product sold through the Website, You are required to comply with the below mentioned conditions, viz.:

- 1. The return has to be in compliance with the Return Policy associated with the product category.
- 2. Advaita should be notified of the receipt of a damaged or defective product or if the product is significantly different from what was purchased or the package delivered is missing one or more products or accessories, within period mentioned in the returns policy.
- 3. Products should be returned unused, in their original packaging along with the original price tags, labels, packing, barcodes, user manual, warranty card and invoices, accessories, freebies and original boxes defined as essentials. If any product is returned without the essentials, the product shall not be accepted for return and shall be sent back to you.
- 4. The return packages should be strongly and adequately packaged so that there is no damage of products during transit.
- 5. The returned products are subject to verification and quality checks by the sellers selling on Advaita in order to determine the legitimacy of the complaint or return.
- 6. If you have chosen the partner store option for delivery of the order and wish to return the product, You should return the product to the same store from where You collected the order or to other store that the partner might allow from time to time. You should return the product in original and unused condition along with all original price tags, labels, packing, barcodes, user manuals, warranty card and invoices, accessories, freebies and boxes received. Store reserves the right to accept the product, and after quality check.
- 7. You should fill the Return Form provided by Advaita with the originally delivered package, or made available to you over email or account and include it in the returned package. Return requests are not processed if the Return Form is incomplete or absent in the returned package received. The reason for return should be stated in the Return form. You should additionally fill out the delivery sheet used by the logistics service providers and note down any damaged or tampered condition of the delivered package.
- 8. The return has to be in compliance with the return policy of the seller or the manufacturer of the product where applicable.

Non-returnable products:

All products cannot be returned. Some of the products that cannot be returned are:

1. Any other product depending upon the Return Policy in force.

If You are unable to inform Advaita of the receipt of a damaged or defective product or the product is not as per specifications of Your order or the package delivered is missing one or more products or accessories as per the returns policy and procedure, Advaita or Seller shall not be obliged to accept the returned product or be liable in this regard. In the event such product is sent to Seller, the product will be returned to the Customer and the same needs to be accepted from Seller or assigned logistics service provider. Advaita or seller will not be responsible if the product is not accepted and no refund will be issued.

Damaged, defective or other non-conforming products

Returns of damaged, defective or other products eligible for return are accepted as under:

- i. In the event You receive a damaged or defective product or a product that does not comply with the specifications as per Your original or the product is delivered after the expected delivery period or the package delivered is missing one or more products or accessories and eligible for return as described by Return Policy, You are required to get in touch with the Customer Care Team through any of the below mentioned channels or submit a return request online through [weblink] as per the Returns Policy: Customer care [•] or contact us: [•]
- ii. Upon receiving your return request, shall verify the authenticity and the nature of the request and if the request is genuine, Advaita will inform the seller of the return request and will ask the seller for a refund to be processed upon the receipt and quality check of the returned product. It will take a minimum of [4-6] business days to process your request for return of products.
- iii. Advaita or Seller may arrange for pick-up of the product through an assigned logistics service provider. You will receive an email or SMS or notification at your email address or mobile number provided to Advaita. In the event Advaita is unable to arrange pick-up, Advaita will notify You regarding the same and You will be required to send the product to the seller at the provided address using a reputed courier service in Your area.
- iv. For return of large and bulky products such as televisions, refrigerators, air-conditioners, etc. the seller will arrange for pickup.
- v. If your pin code is not serviceable, Advaita may ask you to ship the product to the seller using a relevant and available logistics service provider or Indian Postal services. Customers are required to submit the shipping information of the self-ship by contact Customer Service. In the event the details are not provided and the shipment arrives without returns form or invoice, the refund may be delayed.
- vi. Upon receipt of the returned product by the seller and successful completion of the quality check, you will receive an email or SMS confirmation at the email address or mobile number provided to Advaita.

vii. You will be refunded the product cost along with taxes and shipping charges, if any. Courier freight charges you paid to courier or shipping service for returning the product to seller will be reimbursed as per method agreed with you.

You expressly acknowledge that the seller is solely responsible for the damaged or defective product or a product that does not meet the specifications of Your original order or delayed delivery of the order or delivery of the package with one or more products or accessories missing and for any claims that You may have in relation to such products and Advaita shall not in any manner be held liable for the same. In the event of dispute, Advaita will coordinate with you and the seller to reach an amicable solution. Advaita is only a facilitating link and an Intermediary as per definition under Information Technology Act, 2000 and rules framed thereunder, between you and the seller and Advaita will not be liable in any manner.

Dead on arrival products:

In the event you receive an electronic or technological product that is has manufacturing defect or is dead on arrival, you should inform Advaita the period defined in the returns policy and place a request for return by following the procedure defined in the Returns Policy. You may be asked to obtain a manufacturer defect or Dead on Arrival certificate from the manufacturer or an authorised service centre of the manufacturer. This certificate will have to be produced to Advaita for processing Your return request and sent to seller along with the product Advaita may engage with a third party at its own discretion to help Customers obtain this certificate and cannot be held responsible for any delay or mishandling of products. If the product is found to be working or the defect is caused to any mishandling, product will be returned back to you. Customers are required to accept the return

In case a dead on arrival certificate cannot be issued by an authorised service centre of the manufacturer, You will be required to get the product serviced or repaired as per warranty provided by the manufacturer and Advaita will not be liable in any manner. In the event the certificate provided as dead on arrival certificate is disputed by the manufacturer or deemed as invalid, the product will be returned to you and Advaita will not be liable in any manner.

Period for return:

Please click here to know the periods within which products can be returned (Period of Return) to seller for a refund. In case of any conflicting Return Periods on this link and on the product information page, Return Period on the product information page will prevail.

Cancellation of return request:

A request for return once made can be cancelled by contacting Customer Service. In case the Logistics Service provider arrives to receive the shipment and You want to cancel the request, You may choose to inform the logistics service provider that You do not wish to return the product. You will receive an email or SMS notification at the email address or mobile number provided to Advaita cancelling your return request.

Refusal of return request:

Advaita reserves the right to refuse or cancel any return request. If the request for returns is not allowed by the Returns Policy, You will not be refunded the payment made or any costs, and will not be able to raise a second request for return for the same product. You agree not to dispute the decision made by Advaita and accept Advaita decision regarding the refusal or cancellation and further agree not hold Advaita liable for any refusal or cancellation.

Frivolous complaints:

In the event of frivolous or baseless complaints or requests regarding the quality or content of the products, Advaita reserves the right to take necessary legal actions against you and You will be solely liable for all costs incurred by Advaita in this regard.

Return Shipping Process:

Self-send process

In case of return of products initiated and subsequent courier of the product by You, if it is found that the returned product was not delivered to the seller or any other designated location specified or the package was empty, the onus shall be on You to prove through submission of proof of delivery from the concerned courier service provider to establish Your claim of return. Self-courier of returns should be initiated within the periods specified in the Advaita Returns Policy. Advaita is not liable to process the return request until satisfactory proof of delivery is provided to Advaita.

In case of damage claims, Advaita may ask for pictures of the damaged product before it is approved or allowed for return.

For return shipping managed by Advaita, You will need to hand over the product to the assigned logistics service provider at the time of pick-up. In the event the logistics service provider makes attempts to pick-up the product and You are unavailable or not ready to handover the product, Advaita or logistics service provider will not be held responsible for the delay in pick-up or processing of the quality check by the seller and hence the refund. A maximum of [•] attempts will be made by the logistics service provider to pick-up the product to be returned.

Advaita will not be liable for the products returned by mistake.

In the event where a product not belonging to the seller selling on Advaita is returned by mistake, Advaita is not accountable for such misplacement and is not responsible for its delivery back to You or any costs incurred by You or any refund.

Discrepancy between You and our logistics service provider:

In case of any discrepancy in the status of pick-up of a product arranged by Advaita, (where You claim the product has been returned, while our system suggests otherwise) refund will be initiated only if You successfully furnish the courier slip given by the Advaita assigned logistics service provider at the time of the pick-up.

In case where a seller or designated return location claims that the product received from you is different or the return of the product is not in compliance with the Returns Policy, the product will be dispatched back to your shipping address and you are required to receive and accept the package. In the event of dispute, Advaita will coordinate with you and the seller to reach an amicable solution. Advaita is only a facilitating link between you and the seller and will not be liable in any manner.

Cancellation Policy

Cancellation of an order can be either by Advaita or by you.

Cancellation by us

Advaita has the discretion to cancel an order. Some of the reasons for cancellation are as under (not being exhaustive list of reasons):

- i Failure to comply with any of these Terms.
- ii Product is unavailable with the seller.
- iii Technical errors or issues.
- iv Problems identified by Advaita's credit and fraud avoidance department.
- v Invalid address is given in order details.
- vi Malpractice is used to place the order.
- vii Bulk order is placed for commercial resale.
- viii Multiple orders are placed for same product at the same address.
- ix EMI offer is rejected by the bank.
- x Failure to collect the order from partner store within stipulated time.

Advaita reserves the right, at its sole discretion, to refuse or cancel any order for any reason whatsoever. On such cancellation you will be sent a notification email or SMS at the email address or mobile number provided to Advaita.

Cancellation by You:

You may cancel an order for any reason, although cancellation by you must be done before the product has been shipped for delivery to you. No cancellation is permitted subsequently.

You can cancel an order, or part of an order where multiple products have been ordered. This can be done either by calling or emailing to us or in your account on the Website through 'my account'. You should state the reason for such cancellation. Advaita will process the request for cancellation as per the policy in force.

If an order has been successfully cancelled, you will be sent a confirmation email or SMS at the email address or mobile number provided to Advaita.

Advaita reserves the right to accept or reject requests for order cancellations for any reason whatsoever. You agree not to hold Advaita liable for any rejection of order cancellations.

You will receive a refund for your cancelled orders that have been accepted in accordance with the Refund Policy.

Refund Policy

Refunds

Refunds are provided for cancellation/return of products, subject to the eligible cancellation/ return as per Return Policy or these terms and conditions, initiated in accordance with the Return or Cancellation Policy.

Refund is made for the full amount of the order or part order successfully cancelled that was paid by You for the delivery of the order.

For return requests, the refund of payment is made after the returned product has been received by the seller and has passed the quality checks. The entire product cost along with any taxes and shipping charges if any will be refunded to You.

If any refund is received by You pending the quality checks, You will hold such amounts in trust on behalf of Advaita until conclusion of such quality checks unless claimed by Advaita anytime before that. If any amounts are wrongly paid or refunded to You, You will transfer such amounts back to Advaita within 3 days of Your receipt.

No refund due to non-deliverability will be applicable to orders placed with Cash on Delivery options. Refund of Cash on Delivery orders returned by You may subject to levy of a charge which will be deducted from Your refund amount.

Time period for refunds:

Refunds are processed within 1-6 working days of receiving the product returned and completion of quality checks depending upon the various banking and payment channels.

Interest charged by the bank providing the EMI Scheme till the time the request for return or cancellation is raised will not be refunded.

Advaita is not responsible for any errors or delays in refund due to banks or third party service provider errors or delays.

Mode of refund:

The mode of refund of payments cannot be changed at any stage as the refund amount is transferred to your source account. Refunds are paid back to the source of payment.

Refund for payments made by modes other than Cash on Delivery, which fail when processed back to source may be refunded by National Electronic Funds Transfer ("NEFT") to your bank account.

Refund of orders placed using Cash on Delivery as the payment method will be made by cheque or demand draft or to your bank account via NEFT or to your wallet account depending on the discretion of Advaita.

You will need to update the bank account number and IFSC code to enable us to process a refund to your account. Refunds cannot be processed to third-party accounts, i.e. the name on Your Advaita account should match with the name of the bank account holder provided for refund via NEFT. A refund initiation confirmation by email or SMS at the email address or mobile number provided to Advaita will be sent to you.

How can I cancel my order?

You can cancel your order before it has been processed by the brand/seller. We'll refund the full amount you've paid for such a cancellation. Here's how to cancel your order:

- Log in to your account and go to My Account
- Select the appropriate order from Recent Orders
- Click on 'Cancel Order' for the items you want to cancel, individually
- Select the reason and confirm the cancellation

Once you're done, we'll send you an acknowledgement of the cancellation. Remember, you won't be able to cancel an order after it has been processed by the brand/seller.

When can I cancel my order?

Make sure you cancel your order before it has been processed by the brand/seller. That's the only way we can refund the full amount you've spent.

Can I cancel only part of my order?

Yes you can. You can individually cancel products in your bag before your order is processed by the brand/seller. Go to Order History in the My Account section to cancel products.

Why do I see a disabled cancel link?

That means the products from your order have already been shipped and you can't make any cancellations now.

How will I get my refund when I cancel an order?

Once your order has been cancelled, it will take 3-4 business days for your refund to be processed and the amount to be transferred back to the source account. In the case of certain public sector banks, it can take up to 10-15 working days.

Will I get the complete refund for the order I've cancelled?

Yes. We'll refund the entire amount for a cancelled order.

What should I do if I don't get my refund in the promised time?

We work quickly to make sure your refund gets to you on time. On the off-chance that it's been delayed, please raise a complaint with us using link on the website or the My Account section on App.

This is not what I ordered. How do I replace it?

If your order or a part of it does not match the product description, we'll look into it right away. You can initiate a return request though My Orders in the My Account section.

Why was my order cancelled by Advaita?

Sometimes our sellers cancel orders for various reasons – the product could be out-of-stock, of unacceptable quality, etc. Once an order has been cancelled, the refund will be processed immediately, In all it will take 3-4 business days for your refund to be processed and the amount to be transferred back to the source account. In the case of certain public sector banks, it can take up to 10-15 working days.