

Terms and Conditions for Transacting on www.nexgencorp.in

This document is an electronic record in terms of the Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended from time to time.

This document is published in accordance with the provisions of Rule 3(1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and user agreement for access and/or transacting and/or usage of www.nexgencorp.in and sets out the terms and conditions governing it and the disclaimer "**(Terms & Conditions)**".

www.nexgencorp.in ("**Website**") is owned and operated by NEXGEN CORPORATION, a company incorporated under the Companies Act, 1956(as amended from time to time) vide MSME - UDYAM-KR-03-0353462, having its Registered Office at #29, Sri Ram Nagar, MG Nagar, Urupakkam, Chennai- 603211, hereinafter referred to as "**Company**" [which expression shall, unless it is repugnant to the context or meaning thereof, include its successors and assigns].

All kinds of correspondence should be addressed to the support office address as given above.

Use of this Website is regulated by the Terms & Conditions provided herein. Users' visit, dealings, transactions and/or otherwise using this Website shall be treated as you have read, understood and hereby unconditionally accept these Terms & Conditions. These Terms & Conditions shall be treated as legally binding and enforceable agreement between the Company and the User. If the User does not agree with any and/or all of these Terms & Conditions, then the User should stop dealing with and/or cease to initiate and do any transaction on this Website. By impliedly or expressly accepting these Terms of Use, the User also accepts and agrees to be bound by Nexgen Corporation Policies (including the privacy policy) as amended from time to time.

The information, products and services including but not limited to communications tools, forums, shopping services, search services, offered on this Website or through other mediums, whether now known or hereafter developed, are solely for the User's information and subject to the Users acceptance of the terms, conditions and notices contained herein and should not be considered as a substitute for professional advice.

The User's use of the Website and/or services is subject to the additional disclaimers and caveats that may appear throughout the Website. The Company, its affiliate companies, associate companies, subsidiaries, consultants, contractors, advisors, accountants, agents, service providers and/or suppliers assume no responsibility for any consequence relating directly and/or indirectly to any action and/or inaction that the User takes based on the information, services, Products (as defined hereinafter) and other materials offered on this Website. While the Company strives to keep the information relating to the various Products offered on this Website accurate, complete and up-to-date, the Company, its subsidiaries, affiliates, associate companies,

accountants, advisors, agents, consultants, contractors, service providers and suppliers cannot guarantee, and will not be responsible for any damage and/or loss related to, the accuracy, completeness or timeliness of the information.

The Company may change, suspend and/or discontinue the Product(s) at any time, including the availability of any feature, database and content on the Website. The Company may also impose limits on certain features and services and/or restrict Users' access to parts and/or all of the services without notice and/or liability to the Users. In this an agreement (as defined hereinafter), '**Company**' and '**User**' have been collectively referred to as "**Parties**" and individually as "**Party**".

1. Definitions

a. The words and phrases used in these terms are defined as under unless repugnant to the context or meaning thereof:

- i. "**Agreement**" shall mean agreement between the Company and User with terms and conditions as provided herein and includes the Privacy Policy, Disclaimer and all the schedules, appendices and references mentioned herein with all such amendments as effected by the Company from time to time.
- ii. "**Company**" shall mean NEXGEN CORPORATION.
- iii. "**Exchange Policy**" shall have the meaning ascribed to it in Clause IX.
- iv. "**Zip Delivery Service**" shall have the meaning ascribed to it in Clause XVIII.
- v. "**Force Majeure Event**" shall have the meaning ascribed to it in Clause XIX.
- vi. "**Product(s)**" shall mean any good and/or service offered for sale on the Website for consideration.
- vii. "**Refund Policy**" shall have the meaning ascribed to it in Clause XIII.
- viii. "**Return Policy**" shall have the meaning ascribed to it in Clause VIII.
- ix. "**User**"/"**Users**" shall mean any person/persons and/or legal entity(ies) who visits, uses, deals with and/or transact at www.nexgencorp.in in any way.
- x. "**Website**" shall mean www.nexgencorp.in, a website owned and operated by the Company for facilitating online transactions including the related mobile site and mobile application introduced from time to time.

2. Eligibility

a. Any person who is above eighteen (18) years of age, transacting in legally acceptable currency and competent to enter into a valid contract as defined under the Indian Contract Act, 1872 shall be eligible to visit, use, deal and/or transact at the Website. If the User is not competent to enter into a valid contract then the User is prohibited to visit, use, deal and/or transacting at the Website. Your visit, dealing and/or transaction at the Website shall be treated as your representation that you are competent to enter into valid legal contracts as defined under the Indian Contract Act, 1872.

b. User agrees to be responsible for maintaining the confidentiality of User display name and passwords and User shall be responsible for all activities that occur under User's display name and password. User shall further be responsible for User's use of the services and access of the Website (as well as for use of Users account by others, including without limitation minors living with User). User warrants that all information supplied by User in using the services and accessing the Website, including without limitation Users name, email address, street address, telephone number, mobile number, credit/debit card and/or any other payment instrument number and other payment details is correct and accurate. Failure to provide accurate information may render the User's account to be temporarily or permanently suspended or indefinite blockage of access to the Website.

3. Amendment of Terms

a. The Company is entitled, at its sole discretion or as may be required by law, to amend these Terms & Conditions anytime without any prior intimation to Users. User shall continue to be responsible and shall be bound to this Agreement as amended by the Company from time to time. Continued use of this Website shall constitute Users acceptance of the modified Terms and conditions of the Agreement

4. Website Content

a. The Website and its content shall only be used in accordance with the terms of the Agreement. All Products/materials displayed and/or the Website are protected by intellectual property rights owned by the Company (as applicable), its subsidiaries, affiliates, associate companies, contractors, partners, and/or suppliers as the case may be. The Website is protected by copyright as a collective work and/or compilation, pursuant to applicable laws.

b. If a User uses any information available on the Website for any research that results in an article and/or other publication, the User should list the Company as a resource in their bibliography and the User shall take prior written permission and ensure that no documents or graphics, including logos, sourced from the Website and/or Products are modified in any way.

c. User acknowledges that the Company may or may not pre-screen Content, but that the Company and/or its assignees reserve the right (but not the obligated) to pre-screen, refuse or remove any Content and/or Products from the Website at any time, for any reason (including, but not limited to, upon receipt of claims or allegations or complaints from third parties and/or authorities relating to such Content) and/or for no reason at all.

d. The Company logos, product and service marks and/or names are trademarks which are owned by the Company (the "**Marks**"). Without the prior written permission of the

Company or its appropriate affiliates, the User agrees not to display and/or use in any manner, the Marks. Nothing contained in this Website should be construed as granting, by implication, estoppels, or otherwise, any license or right in and/or to the Marks without the express written permission of the Company or such third party. All other trademarks are the property of their respective owners.

e. User's misuse of the Products, material and/or Marks on the Website and in its contents, except as provided in this Agreement, is strictly prohibited. The User is advised that the Company will aggressively enforce its intellectual property rights in the Website and/or services and its contents to the fullest extent of the law, including by seeking appropriate remedies including criminal sanctions solely at Users risk as to costs and consequences.

5. Registration Data

a. User shall be entitled to use the Website for any online shopping transaction after getting him/her registered on the Website after furnishing all relevant information relating to User as sought on the Website. The user shall be solely responsible for the confidentiality of their User Id and Password.

b. User shall be solely responsible for the accuracy and correctness of all such details/information given by User during registration. If the Company has reason to doubt the correctness of any details/information furnished by User or in case any information furnished by User is found incorrect, false or misleading then the Company shall be entitled to cancel or suspend the registration of User permanently or for such period as the Company deems fit.

c. User shall not (a) select or use the name, User ID, mobile number and/or mail id, of another person with the intent to impersonate that person or (b) use a User id a name subject to any rights of a person other than User without appropriate authorization. The Company reserves the right to refuse registration of or cancel User id at its discretion.

d. In order to ensure that the Company is not violating any rights that the User may have in his/her Information, the User hereby agrees to grant in favour of the Company a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to exercise the database rights which the User has in his/her Information, including but not limited to rights in any media now or in future with respect to Users Information solely to enable the Company to use the information supplied by the User to the Company. The Company will only use User's Information in accordance with the Agreement.

e. User agrees and understands that the Company shall not be responsible in any manner whatsoever for:

- i. Delivery of Product(s) at the wrong address furnished by User
- ii. Any loss and/or damage to User due to incorrect, incomplete and/or false information furnished by User or the User shall further be liable to be

prosecuted and/or punished under applicable laws for furnishing false, incorrect, and/or misleading information to the Company.

6. Cancellation and blocking due to Bulk Purchases and fraudulent transactions on Nexgencorp.in

- a. This site is meant for retail customers. If we find that the purchased product is bought/used for re-selling, or is a bulk purchase (more than 2 units), we reserve the right to cancel such orders and initiate the refund of said orders within 14 working days. This encompasses, placing an order with multiple quantities of the same or different products, spanning across multiple orders, under the same name, group, mobile number, email address, or IP address. Nexgen Corporation may, at its discretion, treat the said order as a bulk order, and reserves it's right to cancel/reject such order(s) partially or completely, and also to block these users permanently from transacting on Nexgencorp.in and our stores as well without any notice and liability.
- b. If we notice any fraudulent transaction, including but not limited to return of fake/old/damaged products in place of original product, or if user does not return the product even after we refund the amount paid for the product, we reserve our right to restrict such user's future transactions, and/or block these users permanently from transacting with us without any notice and liability.

7. Representations and Warranties

- a. User represents and warrants that User is the owner and/or authorised to share the information User gives on the Website. User confirms that the information is correct, complete, accurate, not misleading, and does not violate rules and regulations.
- b. User undertakes to indemnify and keep indemnified the Company and/or its shareholders, directors, employees, officers, affiliates, partners, associate/subsidiary companies/entities, advisors, accountants, agents, consultants, contractors, partners and/or suppliers for all claims resulting from detail/information User posts and/or supplies to the Company. The Company shall be entitled to remove any such detail/information posted by User without any prior intimation to User.
- c. User agrees and undertakes that she/he shall be solely responsible for his/her Information and confirms that information submitted by User:
 - i. is correct, complete, relevant and accurate.
 - ii. is not fraudulent.
 - iii. does not stalk or otherwise harass another user
 - iv. does not and shall not infringe any third party's intellectual property, trade secret and/or other proprietary rights and/or rights of publicity and/or privacy.

- v. shall not be defamatory, libellous, unlawfully threatening and/or unlawfully harassing.
- vi. shall not be indecent, obscene and/or contain pornography and/or contain any thing which is prohibited under any prevailing laws, rules & regulations, order of any court, forum, statutory authority.
- vii. shall not be seditious, offensive, abusive, liable to incite racial, ethnic and/or religious hatred, discriminatory, menacing, tortuous, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy and/or which may cause annoyance and/or inconvenience.
- viii. shall not constitute and/or encourage conduct that would be considered a criminal offence, give rise to civil liability, and/or otherwise be contrary to the law.
- ix. shall not be or include material that is technically harmful (including, without limitation, computer/mobile viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data or any other code or files) or other computer programming routines that may damage, detrimentally destroy, limit, interrupt, interfere with, diminish the value of, surreptitiously intercept or expropriate the functionality of any system, data or personal information.
- x. shall not create liability for the Company or cause the Company to lose (in whole or in part) the services of the Company's ISPs or other suppliers.
- xi. is not in the nature of political campaigning, unsolicited or unauthorized advertising, promotional and/or commercial solicitation, chain letters, pyramid schemes, mass mailings and/or any form of spam or solicitation.
- xii. is not illegal in any other way.
- xiii. Further, the User agrees and understands that the Company reserves the right to remove and/or edit such detail/information.

The user confirms that he/she shall abide by all notices and all the terms and conditions (updated from time to time) contained and mentioned herein.

d. User undertakes and confirms that User shall not use the Company's website, services and/or materials therein for any purpose that is unlawful and/or prohibited by the terms of the Agreement and/or under any applicable laws, rulings, notifications, orders of any court or statutory authority. User shall not use the Website, services and/or materials therein in any manner which could damage, disable, overburden and/or impair the Website and/or any services therein and/or the network(s) connected to the Website and interfere with other Users use and enjoyment of the Website and/or services therein.

e. User shall not attempt to gain unauthorized access to any service on the Website, other Users Account(s), Computer systems and/or networks connected to the Website through hacking, phishing, password mining and/or any other means (whether now

known or hereafter developed or invented). User shall not or shall not attempt to obtain any materials or information through any means not intentionally made available to User through the Website. User agrees and understands that she/he is responsible for all of his/her activity in connection with the services and accessing the Website. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of Users right to access the Website.

f. User may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any other User. As a condition of use of this Website, User warrants to the Company that User will not use this Website for any purpose that is unlawful or prohibited by these Terms & Conditions, notices and/or by the applicable law. Also, the User must not harass, intimidate or impersonate other Users or use any information obtained from the service in order to do so.

g. Certain elements of the Website will contain material submitted by other Users. The Company disclaims its responsibility for the content, accuracy, and conformity to applicable laws of such material. Part of the Website contains advertising/other material submitted to the Company by third parties. Responsibility for ensuring that material submitted for inclusion on the Website complies with applicable laws is exclusively on the advertisers and the Company will not be responsible for any claim, error, omission and/or inaccuracy in advertising material. The Company reserves the right to omit, suspend and/or change the position of any advertising material submitted for insertion. Acceptance of advertisements on the Website will be subject to the Company's terms and conditions which are available upon request.

8.1. Store Pick Up Service

a. The Users shall pick-up the Product(s) within Forty-Eight (48) hours of receiving the Invoice on the Website from such stores of the Company as may be selected by the User from the Store locator "(Store)" during the transaction on the Website "(Store Pick Up Service)". In case the Product(s) is not collected within the aforesaid stipulated time, the Company may at its sole discretion cancel the order at the point of time and the money will be refunded in accordance with the Refund Policy.

b. An original valid Photo ID of the User whose name is mentioned on the invoice from the list of valid Photo IDs acceptable by the Company shall be produced at the time of pick-up. The same will be scanned and kept in the Company's records for any future references -

- i. Pan Card
- ii. Valid Driving licence
- iii. Election Card
- iv. Passport Copy

- v. Aadhar Card
- vi. Valid College ID (considered only for students)

c. In case the Customer who placed an order on the Website cannot visit the store of the Company for collecting the Product, the User can send anybody with authority letter, printed copy of the order confirmation email and copy of the photo identity proof which would be presented along with the said representative's photo identity proof.

d. The User shall have to visit the Store in case of any returns and/or refunds in respect to the Product(s) which are purchased by the User by availing the Store Pick up Service option.

e. The Company hereby expressly states that any request from the User in respect to any change in colour and/or model of the Products purchased by the User through the Website shall not be accepted by the Company.

f. The order for the purchase of the Products placed by the User using the Store Pick Up Service can be cancelled by the User at the Store.

g. The Refund Policy of the Website as set out in Clause XIII of these Terms and Conditions applies to Store Pick-up transactions as well. Further, the refund will be done to the Users account as per the mode of payment selected at the time of purchase of the Product.

8.2. Replacement Policy for Store Pick up Transactions

a. The Replacement Policy under the Store Pick Up Service will be applicable only coMusic CDs, DVDs, gaming software and small appliances only on account of inherent manufacturing defects "**(Store Pick-up Replaceable Products)**", subject to fulfilment of the following conditions

- i. The Store Pick-up Replaceable Products must be presented for replacement within Four (4) days of the pick-up of the Products from the respective Store.
- ii. The original invoice must be presented at the time of replacement.
- iii. The Store Pick-up Replaceable Products must be returned in an undamaged and saleable condition including all the accompanying accessories and manuals. There should be no signs of external damage on the packaging, including the original carton. The Company shall have the sole right to make a decision with respect to the condition of the Store Pick-up Replaceable Products which shall be final and binding.

For further details, please refer to the Exchange policy on the website or contact the Customer Service Centre at 9035222277 or Write an e-mail to us on support@nexgencorp.in

b. It is expressly provided that if any Store Pick-up Replaceable Products are not available with the Store, the money shall be refunded to the User in accordance with the Refund Policy of the Company as set out herein.

8.3. Store Pick-up Non-Replaceable Products -

a. Products such as desktops, laptops, peripherals, gaming hardware, handy-cams, digital cameras, mobile phones, fixed phones, mp3 players, accessories, large appliances, LCDs, TVs, home theatre systems and other entertainment products will not be replaced under any condition

- i. Any products sold under Special offers or Promotional Schemes will not be replaced
- ii. Personal care products will not be replaced for hygiene reasons.
- iii. Free gifts will not be replaced and/or covered under any kind of warranty.

9.1. Pay-on-Delivery Order Cancellations/Replacement

- a. If you want to cancel the order, please do so by calling our call centre 9035222277 or visit the nearest Nexgen Corporation Store.
- b. Once the product is delivered it cannot be returned however in case of any defect or damage in transit or where the product delivered is different from the product for which the order was placed, the User may by following the requisite steps replace such product.
- c. Company may in case of a shortage of stocks or in any case it deems fit accept the products and choose to return the amount paid by the User. The remittance would be done via NEFT.
- d. All eligible refunds for Pay on Delivery transactions will happen in the Users Account via NEFT.

9.2. Payment Terms

a. User shall be entitled to use a valid credit/debit and/or any other payment cards, or online banking facility to make payment against any transaction being effected at the Website. The user undertakes and confirms that he/she would furnish correct, complete and accurate detail of credit/debit and/or any other payment cards, or online banking accounts and shall be solely responsible for any cost, expense, loss and/or damage which may be levied upon the User due to furnishing of wrong detail/information relating to his/her credit/debit and/or any other payment cards or online banking accounts.

b. User hereby agrees and understands that the facility of finance by way of equated monthly instalment (EMI) is provided by banks and/or NBFCs and available for the purchase of specific products. User understands and agrees that for converting any Purchase Transaction into EMI, the same is done by respective Banks and/or NBFCs and not by the Company. EMI is at the sole discretion of the bank and/or NBFCs. Any refund-related to interest charged to the customer should be dealt with the issuing bank and/or NBFCs directly. For PayLater/deferred payment option, the Company may need to provide the User's information to the third parties to facilitate this payment option. Such third parties may contact the User for documentation and payment. The User shall be solely liable and responsible for the payments under this option and the Company shall not be liable in any case for the incidental actions arising from the delayed or non-payment under this option. The User is advised to read the detailed Terms and Conditions before availing of this payment option. User expressly agrees and declares that the Company shall not be liable for the loss of any nature whatsoever including without limitation indirect, consequential, special and/or incidental to the User arising, directly or indirectly, out of the decline of authorization for any transaction, resulting from the User exceeding his/her present permissible payment limit under the credit/debit and/or any other payment cards and/or online banking accounts.

c. The Company confirms that the detail provided by the User in this regard shall be kept confidential and shall not be disclosed to any third party except to the extent required under the rules of any stock exchange and/or by applicable laws, regulations and/or processes of any government authority and/or in connection with any judicial process regarding any legal action, suit and/or proceeding arising out of and/or relating to this Agreement.

d. Further, the Company actively reports and prosecutes actual and suspected credit/debit/cash card fraud. The Company may require further authorization from the User such as a telephone confirmation of Users order and/or other information. The Company's decision to require further authorization is at its sole discretion. The company reserves the right to cancel, delay, refuse to deliver, or recall from the carrier any order if fraud is suspected. The company shall not be liable to the User for any loss resulting from such cancellation.

e. The Company captures certain information during the order process, including time, date, IP address, and other information that will be used to locate and identify individuals committing fraud. If an order is suspected to be fraudulent, all records will be submitted with or without a subpoena to all law enforcement agencies and to the credit/debit/cash card company for fraud investigation. The Company will cooperate with authorities to prosecute offenders to the full extent of the law.

f. The Company shall take all reasonable precautions to protect the information provided by the User. However, it is expressly provided and accepted by the User that the Company shall not be responsible in any manner whatsoever for any third-party

action which results in the information provided by the User being exposed and/or misused by such third party who accessed such information without any authorisation from the Company.

9.3. Placing a Pay-on-Delivery Order

- a. You will be required to make payment by Cash or Card or Wallet to our Courier Partner, only at the time of delivery of your order. However, the device for making payment via card/wallet is subject to availability.
- b. Do NOT offer cheque or DD to the delivery staff.
- c. Your delivery address should be under the serviceable network of our delivery partner. Please enter the correct pin code to ensure smooth delivery.
- d. Your total purchase value/transaction value should not exceed Rupees Thirty Thousand (Rs. 30,000/-).
- e. The User shall be liable to pay a fee on all Pay on Delivery purchases as set out below
 - i. Rupees One Hundred (Rs. 100/-) on purchases having a value up to Rupees One Thousand (Rs. 1,000/-)
 - ii. Rupees Seventy-Five (Rs. 75/-) on orders having a value between Rupees One Thousand (Rs. 1,000/-) and Rupees Two Thousand Five Hundred (Rs. 2,500/-) and
 - iii. Rupees Fifty (Rs. 50/-) on purchases having a value above Rupees Two Thousand Five Hundred (Rs. 2,500/-).
- f. Please do NOT pay for any additional charges, i.e. octroi etc. to the delivery staff. Your invoice amount is inclusive of all charges.

10. Cancellation of Order before Dispatch of Products by the Company

- a. The Company hereby informs User that User's receipt of electronic or other forms of order confirmation does not signify the Company's acceptance of User's order, nor does it constitute confirmation of the Company's offer to sell. The Company reserves the right at any time after receipt of Users order to accept or decline the User's order for any reason. The Company further reserves the right any time after receipt of the order, to supply less than the quantity ordered by the User. The company will inform the User about its decision to supply the products in quantity less than the quantity ordered. The user then at its discretion may or may not agree to such a modified quantity. The user's order will be deemed accepted by the Company upon shipment of products or performance of services that the User has ordered as indicated by the Company's servers. Title to goods and all risk

of loss passes to User upon delivery to the User. The Company may require additional verifications or information before accepting any order.

b. The Company shall have the right to refuse or cancel any orders placed for Products listed at an erroneous price, rebate or refund, or containing any other incorrect information or typographical errors. The Company shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and the Users credit/debit/cash card charged. If the User's credit/debit/cash card has already been charged for the purchase and the Users order is cancelled, the Company shall immediately issue a credit to the User's credit/debit/cash card account for the amount of the charge.

c. User shall be entitled to cancel an order of any Product, booked on the Website, by placing a "Cancel Order" request, by

- i. Logging a call with Company's Customer Care Centre by phone on 9035222277 or;
- ii. Write an e-mail to us at – support@nexgencorp.in or;
- iii. User can visit the nearest Nexgen Corporation store.

d. **"Cancel Order"** can be initiated any time after booking of order but before the status of order changes to **"handed over to courier"** on the Website.

11. Refund Policy

a. Any cancellation/exchange in accordance with the above terms qualifies for payment reversal/replacement of the Product depending on availability of the Product and preference of the User.

b. Any eligible refund will be initiated by the Company for credit into the same account from where the payment was made by User, within Seven (7) working days of receipt of Request for Cancellation of Order, in case of Cancellation before delivery of the Products, or within Seven (7) working days after the Company's logistics partner picks up the Product(s) from the Users place, in case of Cancellation of Order after delivery of the Product(s). However, it will be credited to Users bank/credit card/debit card account within such time as taken by banking channels to process the refund transaction. The Company shall not be liable for any charges levied by the bank for processing of the refund transaction and the same will solely be borne by the User.

c. **Interest Fee Reversal** - In case of Cancellation of any Transaction due to any reason, whatsoever, and if there is any EMI Facility availed by the User in that particular Transaction then the Interest fee debited to the Users card account may be reversed in accordance with the terms of the respective issuing bank and the User shall have to contact its card issuing bank directly. The Company recommends that the User should

inform the card-issuing bank of the cancellation of the transaction and follow up with the said bank for the said refund. The refund of any Interest depends upon the stage of the transaction when it is cancelled and shall be done in accordance with the terms of the card-issuing bank. The Company shall not be responsible for any delay or issues relating to the refund of Interest by the respective bank. The Company shall not be liable in any way for any delay or issues relating to delay in refund of Interest.

d. In case of a refund (EMI transactions), though the amount is credited back to the customer's card, the EMI closure will happen only after the customer communicates the same to the bank. The customer will need to specifically communicate to the banks its intent of EMI loan closure. Also, if the customer fails to communicate the same to the bank, the interest amount that the bank will keep levying will be borne by the customer. Foreclosure or any other charges, if any which are levied by the customer's bank, will be borne by the customer.

e. The aforesaid terms and conditions in respect to refund by the Company shall be referred to as "Refund Policy."

12. Charity

a. The Company may list various causes and/or organisations on its Website for Charity purposes. The Users will have a choice to donate any funds towards such cause and/or organisation during the process of purchase of any Products.

b. The User may at its sole discretion choose to donate a sum to any such cause and/or organisation. The User hereby expressly agrees that in case of any cancellation/refund of the order placed for the Products, the charity amount donated by the User will not be refunded to the User.

c. The Company shall not be responsible and/or liable for any issues that may arise from such donations made by the Users.

13. Coupons

a. Each set of Coupon is governed by its own terms and conditions including but not limited to its use, limitation, applicability, restriction, validity, etc. All such respective terms and conditions are available with the respective Coupons. The company reserves its right to amend such terms and conditions for Coupons from time to time depending on the use, upgrade, update and regulatory/statutory mandates without any notice to customers.

14. Delivery & Installation

- a. The Company shall exercise all possible measures to ensure that any Product booked on the Website is shipped within Seven (7) working days from the date of booking of order on the Website subject to the successful realization of payment made against the said Order and availability of the Product(s). However, the User understands and confirms that the Company shall not be held responsible for any delay in shipment of Product due to circumstances beyond the control of the Company, provided, the Company takes all required and necessary steps to ensure shipment of the Product within the above mentioned timelines.
- b. In case of the User books orders of multiple Products in one transaction, the Company would endeavour to ship all Products together. However, this may not always be possible due to Product characteristics and/or logistics issues. If the User purchases multiple Products in a single transaction, then all the Products would be shipped to a single shipping address given by the User. If the User wishes to ship Products to different addresses, then the User should book separate orders based on delivery addresses.
- c. Company may choose to deliver the Products through our Service Partners. For the purpose of effecting the delivery, the delivery person may connect with the user before the delivery. As part of the process, the delivery person may request you to sign the proof of delivery which needs to be signed and returned to the delivery personnel. The delivery person may in cases wherein the delivery is accepted by a person other than the one under whose name the order is placed may request such person to show valid identity proof.
- d. Installation of Products will be undertaken by the respective brands or Company's service partners. Standard installation charges, if any shall be applicable and the User undertakes to abide by and pay necessary charges.

15. Zip Delivery

- a. The Company hereby offers Zip Delivery Service in order to ensure speedy delivery of the Products to its Users, within a day of placing the order on the website. "(Same Day Delivery)". The terms and conditions for the Zip Delivery Service are as set out herein below which are in addition to these Terms and Conditions –
 - i. In order to avail of the Zip Delivery Service, the User shall, while purchasing the Products on the Website, have to select the "Same Day Delivery" option.
 - ii. On selecting the "Same Day Delivery" option, the Products purchased by the Users shall be delivered within a duration of Twenty-Four (24) Hours from the time the Invoice is generated.
 - iii. The Zip Delivery Service shall be available in selected cities which are as set out on the Website.
 - iv. We offer FREE SHIPPING for all products eligible for Zip Delivery.
 - v. The Products which are ordered between of 12.00 AM to 04.00 PM shall be delivered same day by 09.00 PM.

vi. The Products which are ordered between of 04.00 PM to 11.59 PM shall be delivered to the user by 01.00 PM on the next working day.

b. The Company shall exercise all possible measures to ensure that any Product ordered under the Zip Delivery Service option is delivered within Twenty-Four (24) hours from the time of placement of the order on the Website subject to the successful realization of payment made against the said Order and availability of the Product(s). However, the User understands and undertakes that the User shall not hold the Company, responsible or liable for any delay in shipment of Product due to circumstances beyond the control of the Company, provided, the Company takes all required and necessary steps to ensure shipment of the Product within above-mentioned timelines.

c. The terms and conditions of the Return Policy of Home Delivery and Exchange/Replacement of Home Delivery and Refund Policy shall apply to Products delivered under the Zip Delivery Service option.

16. Tokenisation of Cards

a. Definitions:

- “**Cardmember**” shall mean the User to whom the valid Card has been issued by an authorised card issuer.
- “**PAN**” means the primary card account number that identifies card issuer and particular Cardmember account.
- “**Token**” means a surrogate value which corresponds to a PAN.
- “**Tokenised Card**” shall mean the Cardmember’s Card for which unique Token has been assigned on the Website.
- “**Tokenised Card Transaction**” shall mean the transaction effected by using the Tokenised Card for making payment to any other person.
- “**Token Requestor**” shall mean IRL or IRL’s service provider which is acting in the capacity of token requestor with token service provider for providing Tokenisation Service.
- “**Tokenisation Service**” shall mean the service of replacement of actual Card details of Cardmembers with Token; and other processes involving Tokens which shall include but not be limited to transaction processing or deregistration of Tokens.

b. Tokenisation of Cards

- The Cardmember acknowledges and agrees that:
- The Cardmember may initiate a request to Token Requestor for tokenisation of Card after providing explicit consent.
- Token Requestor will collect relevant data including Card details and share the same with its third-party partners, card issuers and/or card networks for the purpose of providing the Tokenisation Services.
- IRL, card networks, card issuers and IRL’s third party partners will have the right to use, transfer and process the data collected from you by IRL to provide the Tokenisation Services. Such use, transfer and processing will be in accordance with the applicable laws and may be used by card networks for various purposes including internal research, fraud, security, and risk management. IRL, card networks, card issuers in their sole discretion, shall allow or deny tokenisation of the Card on the Website and such decision of IRL, card networks, card issuers shall be final and binding on the Cardmember.
- The use of the Tokenised Card may be subject to certain transaction limits (whether in value or number of transaction) imposed, from time to time, by your card issuer or in terms of the applicable law or internal policies and procedure of your card issuer, card network or IRL.
- The laws of India without regard to the principles of conflict of laws will govern the Tokenisation Services and any dispute of any kind that may arise between you and IRL. The Cardmember will at all times adhere to all applicable laws, rules, and regulations applicable to use of the Tokenisation Services.

c. Loss/misuse of Tokenised Cards

- The Cardmember must immediately notify respective bank/card issuer if Token/Card is misplaced, damaged, lost or stolen or if the Cardmember suspects that the Token/Card is being used without Cardmember's permission.
- If the Tokenised Card is not listed due to card damage, loss or theft and such Tokenised Card is blocked by card issuer or card network and IRL shall not be liable or responsible for any transaction incurred using the Tokenised Card prior to time the Tokenised Card being blocked and the Cardmember will be wholly liable for the same.
- The Cardmember shall be solely liable for all losses in case of misuse of the Tokenised Card by someone who obtained access to the Tokenised Card with the consent of the Cardmember.

d. Cardmember's undertakings

- The Cardmember undertakes to take appropriate security measures in relation to Tokenised Card including, without limitation, ensuring that no person has unauthorised access to the Tokenised Card.
- The Cardmember shall strictly comply with the terms of card issuer.
- The Cardmember shall be fully and solely responsible for any disclosure of the details of Cards/Tokenised Card details, password/ security credentials or other security details even if such disclosure is accidental or unauthorised. The Cardmember shall be solely responsible for all risks and consequences of the Tokenised Card being used by unauthorised persons or for unauthorised purposes, if any.
- The Cardmember hereby agrees that the Cardmember is aware of the various risks (including, without limitation, fraudulent usage of Tokenised Card) associated with usage of the Tokenised Card. The Cardmember hereby agrees and undertakes to assume and bear all the risks involved in respect of Tokenised Card and usage of the same and IRL shall not be responsible in any manner for the same and shall also not be liable for any claims, loss, damage, cost or expense and liability arising therefrom or in connection therewith.

e. De-registration of Token

- The Cardmember shall follow the instructions/terms and conditions agreed with IRL or communicated by the Token Requestor to suspend/stop/delete/terminate/close the Token and not use the features thereof any longer. The Cardmember hereby acknowledges and agrees that the termination of the Token will not terminate, suspend, close or in any other manner affect the underlying PAN or any payment or other obligations arising therefrom.

f. Disclaimer

- You agree that (i) all risks arising from online transactions using Tokenised Cards will be borne by you; and (ii) Tokenisation Service is provided on 'as is' basis.
- IRL and any third-party partners make no warranty, express or implied regarding the quality of the COFT Services including but not limited to the following: i) the COFT Services will meet your requirements; ii) COFT Services will be uninterrupted, timely or error free; or iii) any products, information or material obtained by you in connection with the COFT Services will meet your requirements.

Except as otherwise expressly set forth in COFT Terms, all provisions of the General Terms, including without limitation, with respect to term and termination, intellectual property, indemnity and limitation of liability, privacy and compliance with applicable laws, shall apply to the COFT Services. Any breach by you of these COFT Terms shall be deemed to be a breach of General Terms. In the case of any conflict between these COFT Terms and General Terms (i) with respect to the COFT Services, these COFT Terms shall prevail; (ii) for all other matters, General Terms shall prevail.

17. Force Majeure

a. The Company shall not be liable for any failure and/or delay on its part in performing any of its obligations under this Agreement and/or for any loss, damage, costs, charges and expenses incurred and/or suffered by the User by reason thereof if such failure and/or delay shall be the result of or arising out of Force Majeure Event set out herein. Explanation- **"Force Majeure Event"** means any event due to any cause beyond the reasonable control of the Company, including, without limitation, unavailability of any

communication system, sabotage, fire, flood, earthquake, explosion, acts of God, civil commotion, strikes, lockout, and/or industrial action of any kind, breakdown of transportation facilities, riots, insurrection, hostilities whether war be declared or not, acts of government, governmental orders or restrictions breakdown and/or hacking of the Website and/or contents provided for availing the Products and/or services under the Website, such that it is impossible to perform the obligations under the Agreement, or any other cause or circumstances beyond the control of the Company hereto which prevents timely fulfillment of the obligation of the Company hereunder.

18. Warranty Disclaimer

a. User acknowledges that the Company has no control over, and no duty to take any action regarding which User gains access to the Website and/or services what Products, content User accesses and/or uploads, posts, emails, transmits and/or otherwise contribute via the Website and/or services what effects the Products, content may have on User and/or any third party how User may interpret and/or use the Products and/or what actions User may take as a result of having been exposed to the Products and/or content. User releases the Company from all liability for User having acquired or not acquired Products, content through the Website and/or services. The Website and/or services may contain, or direct Users to sites and/or services containing, information that some people may find offensive and/or inappropriate. The Company makes no representations concerning any content contained in or accessed through these websites and/or services, and the Company will not be responsible or liable for the accuracy, copyright compliance, legality or decency, or durability of the products, material contained in, or accessed or purchased through these websites and/or services. The services, products, materials, information, content, Website and/or any software are provided on an "as is" and "as available" basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose or non-infringement except as provided in the Warranty Terms of the said Products given by the respective manufacturer of the said Products. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to the User.

b. Although the Company has taken adequate safeguards, the Company makes no guaranty of confidentiality and/or privacy of any communication or information transmitted on the Website and/or for the services and/or any website linked to the Website. Users use this Website and/or services at his/her own risk in accordance with our privacy policy.

Changes are periodically made and added to the Website and to the information herein. The Company, its subsidiaries, affiliates, associate companies, consultants, partners and/or its respective suppliers may make improvements and/or changes to this Website at any time.

The Website and/or services contain views, opinions and recommendations of users of the Website and/or Services, advertisers, third-party information providers and organizations. The Website does not warrant, represent and/or endorse the correctness, authenticity, accuracy, completeness, reliability and/or validity of any opinion and/or other information displayed, uploaded, distributed, posted, emailed, transmitted and/or otherwise contributed through the Website and/or services by anybody other than the Company.

19. Contact us at:

a. Registered Office:

NEXGEN CORPORATION

UDYAM-KR-03-0353462

#29, Sri Ram Nagar, MG Nagar,

Urapakkam, Chennai-603211.

b. WhatsApp support: 9035222277

c. Contact centre support: 9035222277

d. Email: support@nexgencorp.in