

Terms of Service

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF INFORMATION TECHNOLOGY ACT, 2000 ("IT ACT") AND RULES ISSUED THEREUNDER, AS APPLICABLE AND THE PROVISIONS PERTAINING TO ELECTRONIC RECORDS IN VARIOUS STATUTES AS AMENDED BY THE IT ACT AND IS PUBLISHED IN ACCORDANCE WITH THE PROVISIONS OF APPLICABLE LAWS, INCLUDING THE CONSUMER PROTECTION (E-COMMERCE) RULES 2020, THAT REQUIRE PUBLISHING THE RULES AND REGULATIONS, PRIVACY POLICY AND TERMS AND CONDITIONS FOR ACCESS OR USAGE OF THE WEBSITE. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

PLEASE READ THESE TERMS AND CONDITIONS ("T&C") CAREFULLY. BY ACCESSING, BROWSING, USING www.maakesar.com OR ANY OTHER WEBSITE, MOBILE VERSION OF THE WEBSITE (THE TOGETHER "WEBSITE") OR AVAILING ANY OF THE PRODUCTS OF Maa Kesar (HEREINAFTER REFERRED TO AS "COMPANY" OR "US" OR "WE" OR "Maa Kesar ") YOU INCLUDING THE PERSONS WHO BROWSES OR THE PERSONS WHO ORDERS THE PRODUCT AGREE TO BE BOUND BY ALL OF THE T&C MENTIONED HEREUNDER.

Only persons who can enter into legally binding contracts under the Indian Contract Act, 1872 can use the Website and/or transact on the Website. Any minor who wishes to use or access the Website is required to conduct such a transaction through their legal guardian or parents. If you represent a company, partnership firm or sole proprietorship, you shall be eligible to access and use the Website to conduct the transactions on its behalf only if you have been duly authorised by way of necessary corporate action, as may be prescribed statutorily and/or under the charter documents of such entity.

We 'Maa Kesar' reserves the right to amend or revise the T&C at any time by uploading a revised or amended T&C on the Website with or without prior notice. The amended T&C will be effective immediately after it is uploaded on this Website except or otherwise specifically prescribed on a certain case. Your access or use of the Website following any such changes constitutes your acceptance to follow and You shall be bound by these T&C, as amended. The version of the T&C that will apply to your order will be those uploaded on the Website at the time you use or access or place your order. For this reason, we encourage you to review these T&C each time you access and place your order. This T&C does not alter in any way the terms or conditions of any other written agreement you may have with the Company for other products or services. If you

do not agree to this T&C (including any referenced policies or guidelines), please immediately terminate your use of the Website.

You may only access the Website for lawful purposes. You are solely responsible for the knowledge of and adherence to any and all laws, rules, and regulations pertaining to your use of the Website.

We reserve the right to block any user and permanently disable user accounts if we believe in our sole discretion that action of such user has resulted in breach of fair usage policy or T&C.

1- PRODUCTS

Terms of Offer: The Website offers for sale certain products ("Products"). The Products may include trial products or sometimes the product offered free of cost or in certain special offers. By placing an order for the Products through the Website, you agree to the terms and conditions set forth in this T&C. The Products described on the Website or offered in certain offers, are for personal use only. You may not sell or resell any of the Products, or samples thereof, you receive from us unless agreed otherwise. We reserve the right, with or without notice, to cancel or reduce the quantity of any Products to be provided to you that we believe, in our sole discretion, may result in the violation of our T&C.

The Company may change, suspend, or discontinue the availability of any of the Products at any time, without any notice or liability. You acknowledge that the price payable in connection with the Product or any service, may be subject to change, without notice or liability.

While describing our Products on our Website, we endeavour to be as accurate as possible. To the extent implied by applicable law, we do not warrant that the Product descriptions, colours, information or other content available on the Website are accurate, complete, reliable, current, or error-free. The Website may contain typographical errors or inaccuracies and may not be complete or updated. Such errors, inaccuracies or omissions may also relate to pricing and availability of the Product or services. Please note that the Product pictures are indicative and may not match the actual Product and may carry some variation in comparison to the actual product.

Customer Solicitation:

By accessing the Website or placing an order or sending any information, you are communicating with the Company electronically and you agree to receive communications (including transactional, promotional and/or commercial messages) from the Company periodically and as and when required. We may

communicate with you by email, SMS, phone call or by posting general notices and communication memos on the Website or by any other mode of communication as and when required.

At any point of time, you have the right to withdraw your consent by following the below stated opt-out procedure.

Opt Out Procedure: We provide 3 easy ways to opt out from future Customer Solicitations.

1. You may use the opt out link found in any email solicitation that you may receive.
2. You may also choose to opt out, via sending your email by addressing to: contact@Maa Kesar .com
3. You may send a written removal request to

Proprietary Rights:

All the brand names owned and licensed to the Company are exclusive property of the Company, its affiliates, partners or licensors, and is protected by laws of India, including laws governing all applicable forms of intellectual property. The Company has the proprietary rights and trade secrets in the Products. You shall not copy, reproduce, modify, duplicate, re-publish, re-sell or re-distribute any Product manufactured and/or distributed by the Company in whole or in part or in any other form whatsoever. The Company also has rights to all trademarks and trade dress and specific layouts of this webpage, including without limitation calls to action, text placement, images, technology, content, software and other materials, which appear on the Website, including its looks and feel. No trademark is granted in connection with the Products or the materials contained on the Website. The access to the Website does not authorise anyone to use any trademarks in any manner. The trademarks displayed on the Website whether registered or unregistered, are the intellectual property of the Company.

Tax:

If you purchase any Products, you will be responsible for paying any applicable taxes in relation to such purchase.

2. WEBSITE

Your Account:

You may create and hold one user account (“Account”) only. You will be responsible for maintaining confidentiality of your account, password, and restricting access to your computer, and you hereby accept responsibility for all activities that occur under your Account. You acknowledge that the information you provide, in any manner whatsoever, are not confidential or proprietary and does not infringe any rights of a third party in whatsoever nature. Each Account is non-transferrable and may not be sold, traded, combined, or otherwise shared with any other person.

If you are accessing, browsing and using the Website on someone else’s behalf; you represent that you have the authority to bind that person to all the T&C herein. In the event that the person refuses to be bound as the principal to the T&C, you agree to accept liability for any harm caused by any wrongful use of the Website resulting from such access or use of the Website in whatsoever nature.

If you know or have reasons to believe that the security of your Account has been breached, you should contact us immediately at the ‘Contact Information’ provided below. If we have found a breach or suspected breach of the security of your Account, we may require you to change your password, temporarily or permanently block or suspend your account without any liability to the Company.

We reserve the right to refuse service and/or terminate accounts without prior notice if the T&C are violated or if we decide, in our sole discretion, that it would be in the Company’s best interests to do so. You are solely responsible for all contents that you upload, post, email or otherwise transmit via the Website. The information provided to us shall be maintained by us in accordance with our Privacy Policy.

Content; Intellectual Property; Third Party Links: In addition to making the Products available, the Website also offers information and marketing materials. The Website also offers information, both directly and through indirect links to third-party websites about nutritional and dietary supplements. The Company does not always create such information and the content published on the Website; instead, the information and content are often gathered from other sources. The Company does not endorse any such information or content and the Company expressly disclaims any and all liability in connection with the same. The Company is not responsible or liable for the information or the content or any damage or loss that may result from your access to or reliance on such information or content. To the extent that the Company does create the content on this Website, such content is protected by intellectual property laws of India. Any unauthorised use of the material may violate copyright, trademark, and/or other laws. You acknowledge that your use of the content on this Website is for personal and non-commercial use.

Any links to third-party websites are provided solely as a convenience to you. The Company does not endorse, affiliate, sponsor or recommend any such third-party websites. The Company is not responsible or liable for the content of or any damage or loss that may result from your access to or reliance on these third-party websites. You should always read the terms and conditions and privacy policy of a third-party website before using it. If you access or use such third-party websites, you do so at your own risk.

Use of Website: The Company is not responsible for any damages resulting from use of the Website by anyone. You will not use the Website for any illegal purposes. You will (a) abide by all applicable local, state, national, and international laws and regulations in your use of the Website (including laws regarding intellectual property), (b) not interfere with or disrupt the use and enjoyment of the Website by other users, (c) not resell material on the Website, (d) not engage, directly or indirectly, in transmission of "spam", chain letters, junk mail or any other type of unsolicited communication, and (e) not defame, harass, abuse, or disrupt other users of the Website, (f) not to do or attempt to do any action which is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, pedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, trolling, propaganda or otherwise unlawful in any manner whatever.

Licence: By using this Website, you are granted a limited, non-exclusive, non-transferable right to use the content and materials on the Website in connection with your personal, non-commercial use of the Website. You may not copy, reproduce, transmit, distribute, or create derivative works of such content or information without express written authorization from the Company or the applicable third party (if third party content is at issue).

Posting: By posting, storing, or transmitting any content on the Website, you hereby grant the Company a perpetual, worldwide, non-exclusive, royalty-free, assignable, right and licence to use, copy, display, perform, create derivative works from, distribute, have distributed, transmit and assign such content in any form, in all media now known or hereinafter created, anywhere in the world, subject to the Company's privacy policy. The Company does not have the ability to control the nature of the user-generated content offered through the Website. You are solely responsible for your interactions with other users of the Website and any content you post. The Company is not liable for any damage or harm resulting from any posts by or interactions between the users. The Company reserves the right, but has no obligation, to monitor interactions between and among users of the Website and to remove any content the Company deems objectionable. Under no circumstances will the Company be liable in any way for any user generated content, including without limitation, for any errors or

omissions in such content or for any loss or damage of any kind incurred by you as a result of the use of any such user generated content transmitted, uploaded, posted, e-mailed or otherwise made available via the Website. You hereby waive all rights to any claims against the Company for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights, and rights of attribution in connection with such user generated content.

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

1. accessing data not intended for you or logging onto a server or an account which you are not authorised to access;
2. attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
3. attempting to interfere with service to any other user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding," "spamming," "mail bombing" or "crashing";
4. sending unsolicited email, including promotions and/or advertising of products or services; or
5. forging any header or any part of the header information in any email or newsgroup posting. Violations of system or network security may result in civil or criminal liability
6. threatens the unity, integrity, defence, security or sovereignty of India, public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence.

Payment Method: The Payments for the Products available on the Website may be made in the following ways:

1. Payments can be made by Credit Cards, Debit Cards, Net Banking, Wallets, UPI, QR, PayPal and reward points. The payment by the customers through third party gateways are the contract between the customer and the respective gateways, and therefore company has no responsibility regarding the success / failures of such payments and company takes no liability thereof.
2. Cash on Delivery.

Chat Facility: The chat facility has been provided to help you with any and all Website related queries. Any use of this service shall be subject to the following conditions:

1. The Company may suspend the chat service at any time without notice.
2. The Company or its executives are not responsible for any delay caused in attending to or replying to the queries via chat.
3. Communication through chat may be stored by the Company for future reference, and the user of such service will not have the right to access such information at any future date.
4. While 'chatting', you may not communicate any objectionable information i.e. unlawful, threatening, abusive, defamatory, obscene information.
5. The chat room shall not be used to sell any products, to give suggestions on business opportunities or any other form of solicitation.

You may proceed further and chat with our online customer care executive only if you agree to the above terms and conditions.

Pricing and Availability: The Prices and availability of the Products, offers and services provided or offered on the Website are subject to change without prior notice and at the sole discretion of the Company. **The prices displayed at the Website are inclusive of goods and sales tax ("GST"), but do not include a delivery charge. For all orders under INR 399 (Indian Rupees Three Hundred and Ninety-Nine only), delivery charge of INR 40 (Indian Rupees Forty only) shall be levied. All orders above INR 399 (Indian Rupees Three Hundred and Ninety-Nine only) shall be delivered without any delivery charges. The Prices and offers in offline store and online on websites and portals other than the Website may vary from the prices displayed on the Website.**

Delivery: For orders containing multiple Products, delivery may be made in multiple shipments. Delivery usually takes **5-7 business days** from the date of order placement. Upon placement of the order, the estimated shipping and delivery timelines shall be available on the order details page. The estimated delivery times are indicative, hence there may be some unforeseeable delays, which are beyond our control. In the event, the Company is unable to deliver the Product within the estimated delivery date due to any reason, you will be notified by an e-mail the reason for such delay. You will have the right either to cancel the ordered Product or wait for the Product to be delivered. Please note that your order will be cancelled due to: (i) unavailability of the Product ordered; or (ii) at your instructions, in the event of failure to deliver the Product on the expected time of delivery by our delivery partners. You agree that the Company shall not be liable to pay for any damage or loss either direct or indirect owing to such cancellation of the order or delay in delivery.

Tracking Facility: Upon dispatch of the Product, you will receive an email with the details of the tracking number and the courier company. Orders may also be tracked, by clicking the 'Your orders' option on your My Accounts page. The order status can be tracked after **24 hours from the time of dispatch.**

3. DISCLAIMER OF WARRANTIES

Your use of the Website and/or Products are at your sole risk. The Website and the Products are offered on an "as is" and "as available" basis. The Company expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement with respect to the Products or Website content, or any reliance upon or use of the Website content or Products.

1. Maa Kesar makes no representation or warranties of any kind, express or implied, as to the operation of this Website or the information, content, materials or products shown on this Website. You expressly agree that your use of the Website is at your own risk.
2. Maa Kesar makes no representation regarding the use of or result of the use/ depiction of the contents on the Website in terms of their correctness, accuracy, reliability, or otherwise. Maa Kesar shall not be liable for any loss suffered in any manner by the user as a result of depending directly or indirectly on the depiction of the contents on this Website.
3. The images shown on the Website are only indicative in nature and the actual product may vary in size, colour etc.
4. We do not warrant that the Website, its server or email sent are free of virus or other harmful components. We will not be liable for any damages of any kind arising from the use of this Website, including but not limited to direct, indirect, incidental, punitive and consequential damages.
5. You acknowledge that this Website is provided only on the basis set out in the Terms of Use. Your uninterrupted access or use of the this Website on this basis may be prevented by certain factors outside our reasonable control including, without limitation, the unavailability, inoperability or interruption of the internet or other telecommunications services or as a result of any maintenance or other service work carried out on this Website.
6. You agree that, to the fullest extent permitted by applicable law, neither Maa Kesar nor Maa Kesar's affiliates, partners or licensors will be responsible or liable (whether in contract, tort including negligence or otherwise) under any circumstances for any (a) interruption of business; (b) access delays or access interruptions to the Website; (c) data non-delivery, loss, theft, mis-delivery, corruption, destruction or

other modification; (d) loss or damages of any sort incurred as a result of dealing with or the presence of off-website links on the Website; (e) viruses, system failures or malfunctions which may occur in connection with your use of the Website, including during hyperlink to or from third party websites; (f) any inaccuracies or omissions in content; or (g) events beyond the reasonable control of Maa Kesar . Maa Kesar makes no representation or warranties that defects or errors will be corrected.

7. The inclusion of any Products or offers on the Website at a particular time does not imply or warrant that the Products or offers will be available at any time.
8. The Maa Kesar shall have the right, at any time, to change or discontinue any aspect or feature of the Website, including, but not limited to, content, hours of availability and equipment needed for access or use. Further, the Website may discontinue disseminating any portion of information or category of information. The Maa Kesar does not accept any responsibility and will not be liable for any loss or damage whatsoever arising out of or in connection with any ability/inability to access or to use the Website.

4. LIMITATION OF LIABILITY

The Maa Kesar takes no liability or exclusive remedy, in law, in equity, or otherwise, with respect to the Website content and Products and/or for any breach of this T&C. The Maa Kesar will not be liable for any direct, indirect, incidental, special or consequential damages or loss in connection with this T&C or the Products in any manner, including liabilities resulting from (a) the use or the inability to use the Website content or Products or allied services; (b) the cost of procuring substitute the Products or content; (c) any Products purchased or obtained or transactions entered into through the Website; or (d) any lost profits you allege, even if we have been advised of the possibility of such damages and in no event shall our maximum aggregate liability exceed.

You agree that, to the fullest extent permitted by applicable law, neither the Company nor our affiliates, partners, or licensors will be responsible or liable (ss; (b) access delays or access interruptions to the Website; (c) data non-delivery, loss, theft, mis-delivery, corruption, destruction or other modification; (d) loss or damages of any sort incurred as a result of dealings with or the presence of third party website links on the Website; (e) viruses, system failures or malfunctions which may occur in connection with your use of the Website, including during hyperlink; (f) any inaccuracies or omissions in content; or (g) events beyond the reasonable control of the Company. We make no representations or warranties that defects or errors will be corrected.

This disclaimer constitutes an essential part of this T&C.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages so some of the above limitations may not apply to you.

5. INDEMNIFICATION

You will release, indemnify, defend and hold harmless the Company, and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorney's fees and expenses, of third parties relating to or arising out of: (a) this T&C or the breach of your warranties, representations and obligations under this T&C; (b) the Website content or your use of the Website content; (c) the Products or your use of the Products (including trial products); (d) any intellectual property or other proprietary right of any person or entity; (e) your violation of any provision of this T&C; or (f) any information or data you supplied to the Company. When the Company is threatened with suit or sued by a third party, the Company may seek written assurances from you concerning your promise to indemnify the Company; your failure to provide such assurances may be considered by the Company to be a material breach of this T&C. The Company will have the right to participate in any defence by you of a third-party claim related to your use of any of the Website content or Products, with counsel of the Company choice at its expense. The Company will reasonably cooperate in any defence by you of a third-party claim at your request and expense. You will have sole responsibility to defend the Company against any claim, but you must receive the Company prior written consent regarding any related settlement. The terms of this provision will survive any termination or cancellation of this T&C or your use of the Website or the Products.

6. PRIVACY

The Company believes strongly in protecting user privacy and providing You with notice of the Company's use of data. Please refer to the Company privacy policy, incorporated by reference herein, that is uploaded on the Website.

7. GENERAL

Force Majeure: The Company will not be deemed in default hereunder or held responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, storm, natural disaster, act of God, war, terrorism, armed conflict, labour strike, lockout, or boycott, any acts of nature labour disputes, floods, lightning, severe weather, shortages of materials, rationing, pandemic or epidemic, inducement of any virus, Trojan or other

disruptive mechanisms, any event of hacking or illegal usage of the Website, utility or communication failures, revolution, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any government or any judicial authority or representative of any such government, or any other act whatsoever, whether similar or dissimilar to those referred to in this clause beyond our reasonable control. Further if Force Majeure event takes place that affects the performance of our obligations under these T&C our obligations under these T&C shall be suspended for the duration of Force Majeure event..

Cessation of Operation: The Company may at any time, in its sole discretion and without advance notice to You, cease operation of the Website and distribution of the Products.

Entire Agreement: This T&C comprises the entire agreement between you and the Company and supersedes any prior agreements pertaining to the subject matter contained herein.

Effect of Waiver: The failure of the Company to exercise or enforce any right or provision of this T&C will not constitute a waiver of such right or provision. If any provision of this T&C is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in such provision, and the other provisions of this T&C remain in full force and effect.

Governing Law and Jurisdiction: This T&C shall be construed in accordance with the applicable laws of India and will be governed by the laws of the state of Delhi without regard to its conflict of law principles to the contrary. Neither you nor the Company will commence or prosecute any suit, proceeding or claim to enforce the provisions of this T&C, to recover damages for breach of or default of this T&C, or otherwise arising under or by reason of this T&C, other than in courts located in the State of Delhi. By using this Website or ordering Products, you consent to the jurisdiction and venue of such courts in connection with any action, suit, proceeding or claim arising under or by reason of this T&C.

Waiver of Class Action Rights: By accepting the T&C, you hereby irrevocably waive any right you may have to join claims with those of other in the form of a class action or similar procedural device, any claims arising out of, relating to, or connection with this T&C must be asserted individually.

Termination: The Company reserves the right to terminate your access to the Website if it reasonably believes, in its sole discretion, that you have breached any of the terms of this T&C. Following termination, you will not be permitted to use the Website and the Company may, in its sole discretion and without

advance notice to you, cancel any outstanding orders for Products. If your access to the Website is terminated, the Company reserves the right to exercise whatever means it deems necessary to prevent the unauthorised access of the Website. This T&C will survive indefinitely, unless and until the Company chooses, in its sole discretion and without advance notice to You, to terminate it.

Domestic Use: The Company makes no representation that the Website or Products are appropriate or available for use in locations outside India. The users who access the Website from outside India do so at their own risk and initiative and must bear all responsibility for compliance with any applicable local laws.

Assignment. You may not assign your rights and obligations under this T&C to anyone. The Company may assign its rights and obligations under this T&C in its sole discretion and without advance notice to you.

By using this Website or ordering Products from this Website, you agree to be bound by this T&C.

Survival. If any provision or provisions of these T&C shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

Contact Us: Please contact us for any questions or comments (including all inquiries unrelated to copyright infringement) regarding the Products or the Website.

Customer Service Desk:

Email: contact@Maa Kesar .com

Phone Number: [+91-9319217217](tel:+91-9319217217)

Contact Days: Monday-Saturday (From 9:00 Am to 6:00pm)

Grievance officer: The name and contact details of the Grievance Officer to handle any complaints in relation to the sale of Products or use of this Website are provided below:

Deepika Chadha

Email: contact@Maa Kesar .com

Time: Monday-Friday (From 9:00 Am to 6:00pm)

