

Terms and Conditions

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under 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.

This website www.Kshaar.com (hereinafter referred to as "Kshaar " or "Site" or "we" or "us") is a service provided by Saleneary. The products that you purchase using this Site would be sold to you by Saleneary. Your use of this Site and related services and tools are governed by the following terms and conditions. If you transact on Kshaar, you shall be subject to the policies that are applicable to the Site for such transaction. By mere use of the website you shall be contracting with Saleneary, a proprietary firm incorporated under the laws of India with its registered office B 1004, Jal Vayu Vihar, Hiranandani Gardens, Powai, Mumbai - 400076. You agree that you have read and understood these Terms of Use and that you would be bound by these Terms of Use till such time as you may access the Site. If you do not wish to be bound by these Terms of Use, please do not use this Site. For the purpose of these Terms of Use, wherever the context so requires 'you' shall mean any natural or legal person who has agreed to become a member of the Website by providing registration data while registering on the Site as a registered user using the computer systems of Kshaar. When you use any of the services provided on the Site, including but not limited to customer reviews, etc., you will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they shall be deemed to be incorporated into this Terms of Use and shall be considered as part and parcel of this Terms of Use. However please note that your purchase of products from the Site shall be governed by the Product Policy (as detailed below). Saleneary reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to such changes to these Terms of Use. As long as you comply with these Terms of Use and the Product Policy, Saleneary grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

Accessing, browsing or otherwise using the Site indicates your agreement to all the terms and conditions in these Terms of Use, so please read this agreement carefully before proceeding.

General

These Terms of Use have been executed and delivered by you and constitute a valid and binding agreement between you and Saleneary, enforceable against you in accordance with their terms. You represent that (1) you are at least 18 years of age, (2) you are not incapacitated to form a binding contract, (3) in case you are registering as a member on behalf of a corporate body, you represent that you have the requisite authority to bind such corporate body and (3) that all of the information, data and other materials you provide on this Site or Saleneary through any other means are true, accurate, current and complete. You are responsible for updating and correcting the information you have provided on this Site, as appropriate. You shall establish and use your membership on the Site, and purchase and use the products and services available through the Site in strict compliance with these Terms of Use and all

applicable policies, laws, rules and regulations. All calls, emails and other communications between you and Kshaar may be recorded.

Privacy Notice

A copy of the Privacy Notice that applies to the collection, use, handling, disclosure, transfer and other processing of personal information by Kshaar is located at <https://www.Kshaar.com/about/privacy>. You Consent to any personal information we may obtain about you (either via the Site, by email, telephone or any other means) being collected, stored, disclosed, transferred and otherwise processed in accordance with the terms of the Privacy Notice. Kshaar may update its Privacy Notice from time to time, in its sole discretion, and post an updated version of the notice at the website address provided above.

License and site Access

All content available through this Site (including, without limitation, text, design, graphics, logos, icons, images, audio clips, downloads, interfaces, code and software, as well as the selection and arrangement and look and feel of the Site) is the exclusive property of and owned by Kshaar, its franchisees, licensors or content providers, and is protected by copyright, trademark and other applicable Indian and foreign laws. Access to this Website does not entitle you to any right to the intellectual property rights of Kshaar, its franchisees, licensors or content providers other than as expressly provided herein. Kshaar grants you a limited license to access and make personal use of this Site. Unless indicated to the contrary, you may access, copy, download and print the content available on this Site for your personal, non-commercial use, provided you do not modify or delete any copyright, trademark or other proprietary notices that appear in the content. You are also strictly prohibited from transmitting, posting, linking, deep linking or otherwise modifying the Site without the prior express permission of Kshaar. Kshaar or its licensors or content providers retain full and complete title to the content available on the Site, including all associated intellectual property rights, and provide this content to you under a limited license (only for personal and non-commercial use) that is revocable at any time in Kshaar's sole discretion. Such license is granted to you on a non-transferable, royalty free and worldwide basis.

Kshaar strictly prohibits any other use of any content available through the Site, including but not limited to:

1. Any downloading, copying or other use of the content or the Site for purposes competitive to Kshaar or for the benefit of another vendor or any third party;
2. Any caching, unauthorized linking to the Site or the framing of any content available on the Site;
3. Any modification, distribution, transmission, performance, broadcast, publication, uploading, licensing, reverse engineering, transfer or sale of, or the creation of derivative works from, any content, products or services obtained from the Site that you do not have a right to make available (such as the intellectual property rights of another party);
4. Any uploading, posting or transmitting of any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer;
5. Using any hardware or software intended to surreptitiously intercept or otherwise obtain any information (such as system data or personal information) from the Site (including, but not limited to the

use of any “scraping” or other data mining techniques, robots or similar data gathering and extraction tools); or

6. Any action that imposes or may impose (in Kshaar’s sole discretion) an unreasonable or disproportionately large load on Kshaar’s infrastructure, or damage or interfere with the proper working of our infrastructure. You are responsible for obtaining access to the Site, and that access may involve third-party fees (such as Internet service provider or airtime charges). In addition, you must provide and are responsible for all equipment necessary to access the Site. You may not bypass any measures that have been implemented to prevent or restrict access to this Site. Any unauthorized access to the Site by you (including any such access or use that involves in any way an account you may establish on the Site or any device you may use to access the Site) shall terminate the permission or license granted to you by Kshaar.

Contents you submit

You acknowledge that you are responsible for any content you may submit through the Site, including the legality, reliability, appropriateness, originality and copyright of any such content. You may not upload to, host, display, modify, transmit, update, share, distribute or otherwise publish through this Site any content that:

1. is confidential, proprietary, invasive of privacy or publicity rights, infringing on patents, trademarks, copyrights, or other intellectual property rights, unlawful, harmful, threatening, false, fraudulent, libelous, defamatory, obscene, vulgar, pornographic, pedophilic, profane, abusive, harassing, hateful, racially, ethnically or otherwise objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever, including, but not limited to any content that encourages conduct that would constitute a criminal offence, violates the rights of any party or otherwise gives rise to civil liability or otherwise violates any applicable laws for the time being in force;
2. belongs to another person and to which you do not have any right to;
3. harms minors in any way;
4. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
5. 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 cognisable offence or prevents investigation of any offence or is insulting to any other nation;
6. infringes upon or violates any third party’s privacy rights (including without limitation unauthorized disclosure of a person’s name, physical address, phone number or email address);
7. provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
8. interferes with another user’s use and enjoyment of the Site or any other individual’s user and enjoyment of similar services; or
9. directly or indirectly, offer for trade, the dealing of any item 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;

10. may contain software viruses or malware or files or programs designed to interrupt, destroy or limit the functionality of any computer;
11. contains advertisements or solicitations of any kind, or other commercial content;
12. is designed to impersonate others;
13. contains messages by non-spokesperson employees of Kshaar purporting to speak on behalf of Kshaar or containing confidential information or expressing opinions concerning Kshaar;
14. contains messages that offer unauthorized downloads of any copyrighted, confidential or private information;
15. contains multiple messages placed within individual folders by the same user restating the same point;
16. contains chain letters of any kind; or
17. contains identical (or substantially similar) messages to multiple recipients advertising any product or service, expressing a political or other similar message, or any other type of unsolicited commercial message; this prohibition includes but is not limited to (a) using the invitation functionality that may be available on the Site to send messages to people who do not know you or who are unlikely to recognize you as a known contact; (b) using the Site to connect to people who do not know you and then sending unsolicited promotional messages to those direct connections without their permission; or (c) sending messages to distribution lists, newsgroup aliases or group aliases.

You may not use a false email address or other identifying information, impersonate any person or entity or otherwise mislead as to the origin of any content. Some features that may be available on this Site require registration. By registering, you agree to provide true, accurate, current and complete information about yourself.

With respect to any content you submit or make available through the Site (other than personal information, which is handled in accordance with the Privacy Notice, you grant Kshaar a perpetual, irrevocable, non-terminable, worldwide, royalty-free and non-exclusive license to use, copy, distribute, publicly display, modify, create derivative works, and sublicense such content or any part of such content, in any media. You hereby represent, warrant and covenant that any content you provide does not include anything (including, but not limited to, text, images, music or video) to which you do not have the full right to grant such a license to Kshaar. You agree that your use of the Site may involuntarily expose you to content that is offensive or obscene which have been posted or transmitted by other users (including unauthorised users such as hackers. etc). It is also possible for others to obtain your personal information which you may have shared during your usage of the Site and use such information to harass or injure you. Kshaar does not authorise or approve such unauthorised usage of your information but by using the Site, you acknowledge and agree that Kshaar will not be responsible for any third party's use of any of your information which you may have publicly disclosed on the Site. We advise that you exercise caution in disclosing any information on the Site which may become publicly available.

Links

This Site may contain links to other websites or resources that are operated by third parties not affiliated with Kshaar. These links are provided as a convenience to you and as an additional avenue of access to the information contained therein. We are not responsible or liable for any content, advertising, products

or other materials on or available from such sites or resources. Inclusion of links to other sites or resources should not be viewed as an endorsement of the content of linked sites or resources. Different terms and conditions and privacy policies may apply to your use of any linked sites or resources. B Kshaar is not responsible or liable, directly or indirectly, for any damage, loss or liability caused or alleged to be caused by or in connection with any use of or reliance on any such content, products or services available on or through any such linked site or resource.

Disclaimers

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS OF USE, OR REQUIRED BY APPLICABLE LAW, Kshaar MAKES NO REPRESENTATIONS, COVENANTS OR WARRANTIES AND OFFERS NO OTHER CONDITIONS, EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING, WITHOUT LIMITATION, THE MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR NON-INFRINGEMENT OF Kshaar MEMBERSHIP, ANY CONTENT ON THE SITE, OR ANY PRODUCTS OR SERVICES PURCHASED THROUGH THE SITE, AS WELL AS WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR COURSE OF DEALING. YOUR USE OF THIS SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE RESERVE THE RIGHT TO RESTRICT OR TERMINATE YOUR ACCESS TO THE SITE OR ANY FEATURE OR PART THEREOF AT ANY TIME. Kshaar DISCLAIMS ANY WARRANTIES THAT ACCESS TO THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT THE SITE WILL BE SECURE; THAT THE SITE OR THE SERVER THAT MAKES THE SITE AVAILABLE WILL BE VIRUS-FREE; OR THAT INFORMATION ON THE SITE WILL BE CORRECT, ACCURATE, ADEQUATE, USEFUL, TIMELY, RELIABLE OR OTHERWISE COMPLETE. IF YOU DOWNLOAD ANY CONTENT FROM THIS SITE, YOU DO SO AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH CONTENT. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM THE SITE SHALL CREATE ANY WARRANTY OF ANY KIND.

Limitation of liability

YOU ACKNOWLEDGE AND AGREE THAT Kshaar MERELY PROVIDES THE SITE AND THE PROVIDERS WHOSE PRODUCTS AND SERVICES ARE AVAILABLE ON THE Kshaar SITES ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF Kshaar. Kshaar IS NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH THIRD PARTIES OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM. YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE SITE AND/OR FOR USE OF SITE'S MEMBERSHIP, COMMUNICATIONS WITH THIRD PARTIES, AND PURCHASE AND USE OF THE PRODUCTS AND SERVICES AVAILABLE THROUGH THE SITE. WITH RESPECT TO THIRD PARTY USER GENERATED CONTENT, Kshaar NEITHER ORIGINATES NOR INITIATES ANY TRANSMISSION ON THE SITE NOR SELECTS THE SENDER AND RECEIVER OF A TRANSMISSION NOR SELECTS NOR MODIFIES THE INFORMATION CONTAINED IN A TRANSMISSION. Kshaar HAS NO CONTROL OVER THE THIRD PARTY USER GENERATED CONTENT IN THE SITE AND ACTS AS AN "INTERMEDIARY" AS UNDERSTOOD IN TERMS OF INFORMATION TECHNOLOGY ACT, 2000 WITH RESPECT TO ALL THIRD PARTY USER

GENERATED CONTENT. YOU ACKNOWLEDGE AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR MEMBERSHIP AND/OR USE OF THE SITE MAY NOT BE SECURE AND MAY BE INTERCEPTED BY UNAUTHORIZED PARTIES. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SITE IS AT YOUR OWN RISK AND THAT THE SITE IS MADE AVAILABLE TO YOU AT NO CHARGE. RECOGNIZING SUCH, YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER Kshaar NOR ITS LICENSORS, SUPPLIERS OR THIRD PARTY CONTENT PROVIDERS WILL BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO (1) THIS SITE, OR ANY OTHER SITE OR RESOURCE YOU ACCESS THROUGH A LINK FROM THIS SITE; (2) ANY ACTION WE TAKE OR FAIL TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND TO US; (3) YOUR Kshaar MEMBERSHIP, ANY TERMINATION OR CANCELANATION OF YOUR MEMBERSHIP, ANY REFERRAL CREDIT PROGRAM (OR ASSOCIATED CREDITS); (4) ANY PRODUCTS OR SERVICES MADE AVAILABLE OR PURCHASED THROUGH THE SITE; (5) ANY FRAUDULENT ACT COMMITTED BY ANY PERSON USING THE SITE WHICH MAY OR MAY NOT INVOLVE FINANCIAL TRANSACTIONS, INCLUDING ANY DAMAGES OR INJURY ARISING FROM ANY USE OF SUCH PRODUCTS OR SERVICES; (6) ANY DELAY OR INABILITY TO USE THE SITE OR ANY INFORMATION, PRODUCTS OR SERVICES ADVERTISED IN OR OBTAINED THROUGH THE SITE; (7) THE MODIFICATION, REMOVAL OR DELETION OF ANY CONTENT SUBMITTED OR POSTED ON THE SITE; OR (8) ANY USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF Kshaar HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IT IS THE RESPONSIBILITY OF THE USER TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY OPINION, ADVICE OR OTHER CONTENT AVAILABLE THROUGH THE SITE, OR OBTAINED FROM A LINKED SITE OR RESOURCE. THIS DISCLAIMER APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, LOSS OF PROFITS BY YOU, OR THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, LOSS OR USE OF ANY RECORD OR DATA, AND ANY OTHER TANGIBLE OR INTANGIBLE LOSS. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NEITHER Kshaar NOR ITS LICENSORS, SUPPLIERS, FRANCHISEES OR THIRD PARTY CONTENT PROVIDERS SHALL BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE SITE. YOUR REMEDY FOR ANY OF THE ABOVE CLAIMS OR ANY DISPUTE WITH Kshaar IS TO DISCONTINUE YOUR USE OF THE SITE. YOU AND Kshaar AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OR THE CAUSE OF ACTION IS PERMANENTLY BARRED. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED ELSEWHERE, Kshaar's TOTAL LIABILITY TOWARDS YOU FOR ALL LIABILITIES ARISING FROM YOUR USE OF THE SITE OR PURCHASING PRODUCTS USING THE SITE SHALL NOT, BE IT IN TORT OR CONTRACT, EXCEED THE AMOUNT PAID BY YOU TO Kshaar.s FRANCHISEES AGAINST THE VALUE OF THE PRODUCTS ORDERED BY YOU USING THE SITE.

Indemnities

You will indemnify and hold harmless Kshaar, its licensees, subsidiaries, affiliates, and their employees, directors, officers, agents and representatives ("Indemnified Parties") from and against any and all fines,

penalties, liabilities, losses and other damages of any kind whatsoever (including attorneys' and experts' fees), incurred by such Indemnified Parties, and shall defend such Indemnified Parties against any and all claims arising out of (1) your breach of these Terms of Use, Privacy Notice, Product Policy and all other policies applicable to you by virtue of using this Site or any other Kshaar websites; (2) fraud you commit, or your intentional misconduct or gross negligence; or (3) your violation of any applicable laws or the rights of a third party. The Indemnified Parties will control the defence of any claim to which this indemnity may apply, and in any event, you shall not settle any claim without the prior written approval of the Indemnified Parties.

Electronic Communication

When you use the Site or send emails to Kshaar, you are communicating with Kshaar electronically. You consent to receive electronically any communications related to your use of this Site Kshaar will communicate with you by email or by posting notices on this Site. Please refer to the Privacy Notice to opt-out of communication that you may not desire to receive from Kshaar. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. All notices from Kshaar intended for receipt by a customer shall be deemed delivered and effective when sent to the email address you provide on the Site.

Access to password-protected areas of the site

Access to and use of password-protected areas of the Site is restricted to authorized users only. You are responsible for protecting your login credentials, including any password. You agree that you will be responsible for any and all statements made, and acts or omissions that occur, through the use of your login credentials. If you have any reason to believe or become aware of any loss, theft or unauthorized use of your login credentials, notify Kshaar immediately Kshaar may assume that any communications we receive from your email or other address, or communications that are associated with your login credentials or your account on this Site, have been made by you unless we receive notice indicating otherwise.

Trademarks and Copyrights

The trademarks, logos, design marks and service marks ("Marks") displayed on the Site are the property of Kshaar or its licensors or content providers, or other parties. Users or any parties acting on their behalf are prohibited from using any Marks for any purpose including, but not limited to use as meta tags on other pages or sites without the written permission of Kshaar or such third party which may own the Marks. You may not use frames or utilize framing techniques or technology to enclose any content included on the Site without Kshaar's express written consent. Further, you may not utilize any Site content in any meta tags or any other "hidden text" techniques or technologies without Kshaar's express written consent. All content (including any software programs) available on or through the Site is protected by copyright, trademark and other applicable laws.

Claims of intellectual property infringement

Kshaar respects the intellectual property rights of others, and we ask our users to do the same. You are hereby informed that Kshaar has adopted and reasonably implemented a policy that provides for the

termination in appropriate circumstances of website users or Kshaar members who are repeat copyright infringers. Kshaar may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts and/or memberships of users who may be infringing the intellectual property of a third party. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please contact us at: info@kshaar.com . Kshaar may update this contact information from time to time without notice to you. We will post the current contact information on this Site.

Assignment

You may not assign these Terms of Use (or any rights, benefits or obligations hereunder) by operation of law or otherwise without the prior written consent of Kshaar, which may be withheld Kshaar's sole discretion. Any attempted assignment that does not comply with these Terms of Use shall be null and void. Kshaar may assign these Terms of Use, in whole or in part, to any third party in its sole discretion.

Entire Agreement

These Terms of Use constitute the entire agreement between you and Kshaar regarding the specific matters herein, and all prior agreements, letters, proposals, discussions and other documents regarding the matters herein are superseded and merged into these Terms of Use.

Governing law and dispute resolution

These Terms of Use shall be governed by laws of India without reference to conflict of laws principle. The Courts in [Mumbai] would have the exclusive jurisdiction in any proceedings that arise out of these Terms of Use.

Severability

Each of the provisions of these Terms of Use is severable. If any provision of these Terms of Use (or part of a provision) is found by any court of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, the provision shall apply with whatever modification is necessary to give effect to these Terms of Use.

Modification of terms of use

You acknowledge and agree that Kshaar may, in its sole discretion, modify, add or remove any portion of these Terms of Use at any time and in any manner, including the terms of Kshaar membership, by posting revised Terms of Use on the Site. You may not amend or modify these Terms of Use under any circumstances. The current version of these Terms of Use is available at <https://www.kshaar.com/about/Terms>. It is your responsibility to check periodically for any changes we make to the Terms of Use. Your continued use of this Site after any changes to the Terms of Use means you accept the changes.

Grievance officer

If you have any questions or comments about these Terms of Use, please contact us by email at info@kshaar.com