

Terms of Use

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

Governing document: Your use of the Website (*defined later*) and its services and tools are governed by the following terms and conditions ("Terms of Use") as applicable to the Website including the applicable policies which are incorporated herein by way of reference. If You transact on the Website, You shall be subject to the policies that are applicable to the Website for such transaction. By mere use of the Website, You shall be contracting with Morphy Richards and these terms and conditions including the policies constitute Your binding obligations, with Morphy Richards.

Interpretation: For the purpose of these Terms of Use, wherever the context so requires "You" or "User" shall mean any natural or legal person who has agreed to become a buyer on the Website by providing Registration Data (*defined later*) while registering on the Website as Registered User using the computer systems. Morphy Richards allows the User to surf the Website or making purchases without registering on the Website. The term "We", "Us", "Our" shall mean Morphy Richards (*defined later*).

Ownership of morphyrichardsindia.com (the "Website"): The Website is owned by Morphy Richards with its corporate office at 701 (7th Floor), Rustomjee Aspiree, Bhanu Shankar Yagnik Marg, Off Eastern Express Highway, Sion (East), Mumbai – 400 022 ("Company") .

Acceptance: ACCESSING, BROWSING OR OTHERWISE USING THE SITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS UNDER THESE TERMS OF USE, SO PLEASE READ THE TERMS OF USE CAREFULLY BEFORE PROCEEDING. By impliedly or expressly accepting these Terms of Use, You also accept and agree to be bound by other policies (including but not limited to privacy policy available at <https://www.morphyrichardsindia.com/privacy-policy.aspx> ("Privacy Policy") as amended from time to time.

Modifications: We reserve the right, at Our sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time without any prior written notice to You. It is Your responsibility to review these Terms of Use periodically for updates / changes. Your continued use of the Website following the posting of changes will mean that You accept and agree to the revisions. As long as You comply with these Terms of Use, We grant You a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website.

Eligibility to use the Website: Transaction on the Website is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including un-discharged insolvents etc. are not eligible to use the Website. If you are a minor i.e. under the age of 18 years, you may use the Website or access content on the Website only under the supervision and prior consent/ permission of a parent or legal guardian.

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

Intellectual Property Rights

The Intellectual Property Rights shall include the following –

1. Morphy Richards and its respective licensors are owners of all trademarks, service marks, logos and the goodwill associated with it which appear on the Website.

2. Morphy Richards do not and shall not grant to anybody any license and/or right to use any of these trademarks, service marks, logos and the goodwill associated with it for any purpose whatsoever.
3. The contents of the Website including programs, designs, content, process flow, pictures, images, text, videos, audios, music etc are exclusively owned by Morphy Richards and/or its associates. The intellectual property rights / copyrights of Morphy Richards and/or its associates and shall be protected and regulated by the relevant applicable laws of India.
4. All the information and content disclosed on the Website is proprietary in nature and solely belongs to Morphy Richards and shall not be used and/or copied and/or tampered with in any manner (as the case may be).
5. You must not copy, reproduce, republish, upload, post, transmit or distribute Morphy Richards' copyrighted materials in any way, including by email or other electronic means and whether directly or indirectly and You must not assist any other person to do so. Without the prior written consent of the owner, modification of the materials, use of the Morphy Richards' copyrighted materials on any other Website or networked computer environment or use of the Morphy Richards' copyrighted materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited. Any use for which You receive any remuneration, whether in money or otherwise, is a commercial use for the purposes of this clause.

Links to other websites: The Website may contain hyperlinks to websites operated by persons other than Morphy Richards (hereinafter referred to as the "Web Links"). Such Web Links are provided for Your reference and convenience only and they do not constitute as any recommendation and/or advice and should not be relied upon in making and/or refraining from making any decision. Morphy Richards reserves its right to remove any such Web Links anytime without any prior notice. Morphy Richards is not under obligation to review the contents of Web Links and therefore do not control the contents of those Web Links. You leave the Website by clicking on Web Links and goes to respective internet websites and use of those Web Links shall be regulated by terms provided on respective websites. Morphy Richards is neither acting as publisher of contents of those Web Links nor endorser of any representation published on those Web Links. You agrees, acknowledges and understands that neither Morphy Richards nor any of its affiliates are responsible or liable, directly or indirectly, for any damage or loss of any sort caused in connection with Your use of or reliance on any content of any such Web Links or goods or services available through any such Web Links and You confirm that any access of Web Links by You shall be entirely at Your own risk.

Your Account:

1. If You use the Website, You shall be responsible for maintaining the confidentiality of your display name and password ("Registration Data") and You shall be responsible for all activities that occur under your display name and password.
2. You agree that if You provide any information that is untrue, inaccurate, not current or incomplete or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with the this Terms of Use, We shall have the right to indefinitely suspend or terminate or block access of your membership on the Website and refuse to provide You with access to the Website.
3. Your e-mail address is treated as Your primary identifier on the Website. It is your responsibility to ensure that Your email address is up to date on the Website at all times. You agree to notify Us promptly if your e-mail address changes.
4. You agree that Morphy Richards shall not be liable or responsible for the activities or consequences of use or misuse of any information that occurs under your Account (*defined later*) in cases, including, where You have failed to update Your revised e-mail address on the Website.
5. If You share or allow others to have access to Your account on the Website ("Account"), they will be able to view and access Your Account information. You shall be solely liable and responsible for all the activities undertaken under Your Account, and any consequences therefrom.
6. Solely to enable Us to use the information You supply Us with, so that we are not violating any rights You might have in Your Information, You agree to grant Us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights You have in Your Information, in any media now known

or not currently known, with respect to Your Information. We will only use Your information in accordance with the Terms of Use and Privacy Policy applicable to use of the Website.

7. By registering on the Website, You confirm that use of the Website shall be for Your personal purpose and not for any commercial purpose. You confirm that Your right to access, use, deal with or transact at the Website cannot be assigned to any other person and custody of Your email Id and password to access, deal with or transact at the Website shall be sole responsibility of You and You shall be responsible and liable for any misuse of Your Id and Password assigned to You by Morphy Richards.

Contents Posted on Website

1. Except as expressly provided in these Terms of Use, no part of the Website and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, Website or other medium for publication or distribution or for any commercial enterprise, without Morphy Richards' express prior written consent.
2. You may use information on the products and services purposely made available on the Website for downloading, provided that You (1) do not remove any proprietary notice language in all copies of such documents, (2) use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media, (3) make no modifications to any such information, and (4) do not make any additional representations or warranties relating to such documents.
3. You shall be responsible for any notes, messages, emails, reviews, ratings, billboard postings, photos, drawings, profiles, opinions, ideas, images, videos, audio files or other materials or information posted or transmitted to the Website (collectively, "Content"). Such Content will become Our property and You grant Us the worldwide, perpetual and transferable rights in such Content. We shall be entitled to, consistent with Our Privacy Policy as adopted in accordance with applicable law, use the Content or any of its elements for any type of use forever, including but not limited to promotional and advertising purposes and in any media whether now known or hereafter devised, including the creation of derivative works that may include the Content You provide. You agree that any Content You post may be used by us, consistent with Our Privacy Policy as mentioned herein, and You are not entitled to any payment or other compensation for such use.

Your Obligations:

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

1. You shall not host, display, upload, modify, publish, transmit, update or share any information which:
 - b. belongs to another person and to which You does not have any right to;
 - c. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, hateful, or racially, ethnically objectionable, disparaging;
 - d. unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
 - e. is misleading or deceiving in any way;
 - f. invasive of another's privacy,
 - g. relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever
 - h. harasses or advocates harassment of another person;
 - i. infringes upon or violates any third party's rights, (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity];
 - j. contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
 - k. provides instructional information about illegal activities such as making or buying illegal weapons, or providing or creating computer viruses;
 - l. engages in commercial activities and/or sales without Our prior written consent;

- m. interferes with another USER's use and enjoyment of the Website or any other individual's User and enjoyment of similar services;
 - n. refers to any Website or URL that, in Our sole discretion, contains material that is inappropriate for the Website or any other Website, contains content that would be prohibited or violates the letter or spirit of these Terms of Use.
 - o. impersonate another person;
 - p. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
 - q. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
 - r. shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force;
 - s. shall not create liability for Us or cause Us to lose (in whole or in part) the services of Our internet service provider ("ISPs") or other suppliers;
2. You shall not attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any server, computer, network, or to any of the services offered on or through the Website, by hacking, password "mining" or any other illegitimate means.
 3. You shall not probe, scan or test the vulnerability of the Website or any network connected to the Website nor breach the security or authentication measures on the Website or any network connected to the Website. You may not reverse look-up, trace or seek to trace any information on any other User of or visitor to Website, or any other customer, including any account on the Website not owned by You, to its source, or exploit the Website or any service or information made available or offered by or through the Website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the Website.
 4. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person's use of the Website.
 5. You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules thereunder as applicable and as amended from time to time. You shall not engage in any transaction in an item or service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force
 6. The Website will contain certain material submitted by other Users/third parties. Morphy Richards disclaims its responsibility for the content, accuracy, conformity to applicable laws of such material. Responsibility for ensuring that material submitted for inclusion on the Website complies with applicable laws is exclusively on such Users and Morphy Richards will not be responsible for any claim, error, omission and/or inaccuracy in advertising material. Morphy Richards reserves the right to omit, suspend and/or change the position of any advertising material submitted for insertion.
 7. It is possible that other users (including unauthorized users or "hackers") may post or transmit offensive or obscene materials on the Website and that You may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about You due to your use of the Website, and that the recipient may use such information to harass or injure You. We do not approve of such unauthorized uses, but by using the Website You acknowledge and agree that We are not responsible for the use of any personal information that You publicly disclose or share with others on the Website. Please carefully select the type of information that You publicly disclose or share with others on the Website.

We reserve the right, but has no obligation, to monitor the materials posted on the Website. Morphy Richards shall have the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Use. Notwithstanding this right, **YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST ON THE WEBSITE AND IN YOUR PRIVATE MESSAGES.** Please be advised that such Content

posted does not necessarily reflect Morphy Richards views. In no event shall Morphy Richards assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the Website. You hereby represent and warrant that You have all necessary rights in and to all Content which You provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libellous, tortious, or otherwise unlawful information.

Disclaimer of Warranties and Liability

1. This Website, all the materials and products (including but not limited to software) and services, included on or otherwise made available to You through this site are provided on "as is" and "as available" basis without any representation or warranties, express or implied except otherwise specified in writing. Morphy Richards expressly states that Morphy Richards shall not be responsible or held liable for any content and services provided through or in connection with the Website and/ or services.
2. Morphy Richards will not be liable to You in any way or in relation to the Contents of, or use of, or otherwise in connection with, the Website. Morphy Richards L does not warrant that this site; information, Content, materials, products (including software) or services included on or otherwise made available to You through the Website; their servers; or electronic communication sent from Us are free of viruses or other harmful components.
3. You will be required to enter a valid phone number while placing an order on the Website. By registering Your phone number with us, You consent to be contacted by Us via phone calls, SMS notifications, mobile applications and/or any other electronic mode of communication in case of any order or shipment or delivery related updates. We will not use your personal information to initiate any promotional phone calls or SMS.
4. Although Morphy Richards has taken adequate safeguard, Morphy Richards 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 web-site linked to the Website.
5. The Website and/ or services contain views, opinions and recommendations of users of the Website and/ or Services, 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 Morphy Richards. Morphy Richards assumes no responsibility to keep the content current, complete, up-to-date, valid, and/or accurate.
6. Morphy Richards does not endorse in anyway any advertisers/ contents of advertisers on its web-pages. You shall verify the veracity of all information on your own before undertaking reliance and acting thereupon. Morphy Richards shall not be responsible and/or liable for any consequential damages arising on account of You reliance on the contents of the advertisement. Further, Morphy Richards shall not be responsible in any manner whatsoever for any third party action which results in the information provided by You being exposed, misused and/or by such third party who accessed such information without any authorisation from Morphy Richards.
7. Morphy Richards expressly disclaims any and all warranties, express or implied, including, without limitation:
 - a. Any information about the product downloaded or otherwise obtained through the use of the Website and/ or service is accessed at Your own discretion and risk, and You shall be solely responsible for any damage to Your computer system or loss of data that results from the download of any such information.
 - b. The services and/ or Website will be free of all viruses.
 - c. The Website will work on all mobile phones, will be compatible with all mobile phone networks and/or will be available in all geographical areas.
 - d. This Website will be constantly available, or available at all; or
 - e. The information on this Website is complete, true, accurate or non-misleading.
 - f. Availability of the Website will be uninterrupted, timely, secure and error-free for any reasons whatsoever including but not limited to overload / breakdown of receiving network, servers or applications; system failures out of Morphy Richards control or on any days including but not limited to Dasher, Diwali, Christmas, New Year's Eve, New Year's Day, Valentine's Day, Holi and Independence day or any other public holiday due to heavy traffic on network.
8. You agree and understand that the We shall not be responsible in any manner whatsoever for:

- a. delivery of product at wrong address furnished by You.
- b. any loss and/or damage to You due to incorrect, incomplete and/or false information furnished by You; or*
- c. any deficiency in payment of consideration payable towards the products purchased on the Website.

You shall further be liable to be prosecuted and/or punished under applicable laws for furnishing false, incorrect, incomplete and/or misleading information to Us.

Products displayed on the Website:

1. All products displayed on the Website are protected by patents, copyright, trademark, trade secrets and other intellectual property rights owned by Us (as applicable), its affiliates, associate companies, accountants, advisors, agents, consultants, contractors and/ or suppliers.
2. We undertake to review all claims of copyright infringement received and remove the Content deemed to have been posted or distributed in violation of any applicable laws. Our logos, product and service marks and/ or names are trademarks are owned by Us (the "Marks"). Without our prior written permission, You agree not to display and/or use in any manner, the Marks.

Product Description & Pricing:

1. Morphy Richards shall endeavour to the extent possible to be as accurate while providing product descriptions and pricings. However, Morphy Richards does not warrant that descriptions and/or other content and/or prices related to the products and/or other information and content contained in this Website is accurate, complete, reliable, current and error-free. Morphy Richards expressly states that the promotional products (Free products), if any, displayed along with the products, carry a notional value and same will be added to the price of the Product purchased on the Website at the time of the raising the final invoice for the products purchased.
2. Morphy Richards reserves the right, at any time, to change its prices and billing methods for products sold, effective immediately upon posting on the Website or by e-mail delivery to the You. On being informed about the change in the prices and/ or billing methods for products or the delivery policies, Morphy Richards may take some time to replace or alter the changed price or and/ or billing methods and/ or the delivery policies on the Website.
3. Morphy Richards shall be entitled to send and You give his/her consent to receive, information/ offers/ promotional mails and messages pertaining to products offered by Morphy Richards /the associate companies from time to time. It is expressly provided herein that all products displayed on the Website are either equal to or lesser than the MRP (Maximum Retail Price, inclusive of all taxes) mentioned on the products.

Delivery

1. Morphy Richards shall exercise all possible measures to ensure that any Product booked on the Website is delivered within Fifteen (15) working days from date of booking of order on the Website subject to successful realization of payment made against the said Order and availability of the Product(s). However, User understands and confirms that Morphy Richards shall not be held responsible for any delay in delivery of Product due to circumstances beyond the control of Morphy Richards, provided, Morphy Richards takes all required and necessary steps to ensure delivery of the Product within above mentioned timelines.
2. We offer FREE SHIPPING for all our products. Octroi charges, wherever applicable, shall be borne and paid by Morphy Richards and will not be borne by User.
3. In case User books Order of multiple Products in one transaction, Morphy Richards would endeavour to ship all Products together. However, this may not always be possible due to Product characteristics and/or logistics' issues. If User purchases multiple Products in single transaction, then all the Products would be shipped to a single shipping address given by User. If User wishes to ship Products to different addresses, then User should book separate orders based on delivery addresses.

Price, Payment Facility and Prevention of Credit Card/Online Fraud

1. The price in respect of a products is as specified on the Website. Morphy Richards reserves the right to change or alter prices of products on the Website without notice to You, unless You have already submitted an order at a stipulated price, in which case there will be no change or alteration in pricing (provided Your order is not affected by a pricing error).
2. You shall be entitled and bound to use Your valid credit / debit and/ or any other payment cards, online banking facility to make payment against any transaction being effected at the Website or opt for Cash on Delivery payment option. You undertake and confirm that You would furnish correct, complete and accurate detail of credit / debit and/ or any other payment cards, online banking accounts and shall be solely responsible for any cost, expense, loss and/or damage which may You suffer due to furnishing of wrong detail/ information relating to Your credit / debit and/ or any other payment cards or online banking accounts.
3. You expressly agree and declare that Morphy Richards shall not be liable for the loss of any nature whatsoever including without limitation indirect, consequential, special and/ or incidental to You arising, directly or indirectly, out of decline of authorization for any transaction, resulting from You exceeding Your preset permissible payment limit under the credit / debit and/ or any other payment cards and/ or online banking accounts.
4. Morphy Richards confirms that the detail provided by You in this regard shall be kept confidential and shall not be disclosed to any third party except to the extent required under any 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 Terms of Use.
5. Further, Morphy Richards actively reports and prosecutes actual and suspected credit/ debit/ cash card fraud. Morphy Richards may require further authorization from You such as a telephone confirmation of Your order and/or other information. Morphy Richards 's decision to require further authorization is at Morphy Richards 's sole discretion. Morphy Richards reserves the right to cancel, delay, refuse to deliver, or recall from the carrier any order if fraud is suspected.
6. Morphy Richards 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 any 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. Morphy Richards will cooperate with authorities to prosecute offenders to the full extent of the law.
7. Morphy Richards shall take all reasonable precautions to protect the information provided by You. However, it is expressly provided and accepted by You that Morphy Richards shall not be responsible in any manner whatsoever for any third party action which results in the information provided by You being exposed and/or misused by such third party who accessed such information without any authorisation from Morphy Richards.
8. **Cash-on-Delivery (COD) Order**
 - a) COD option is available on total purchase value / transaction value up to Rs.20,000 beyond which purchases can only be made electronic mode i.e. by using Net banking or Credit card.
 - b) When prompted to choose a Payment Option, select "Pay By Cash-on Delivery"
 - c) Once verified and confirmed shipment to be processed in the time specified, from the date of confirmation.
 - d) You will be required to make a Cash payment to our courier partner, only at the time of delivery of your order.
 - e) Please make ONLY Cash Payment at the time of delivery and do NOT offer cheque or DD to the courier staff.
 - f) Your delivery address should be under serviceable network of our courier partner. Please enter the correct pin code to ensure delivery.
 - g) Please do NOT pay for any additional charges, i.e. octroi etc. to courier staff. Your invoice amount is inclusive of all charges.

- h) For Cash On Delivery transactions, refunds, if any, will be made via electronic payment transfers.
 - i) Morphy Richards may do such checks as it deems fit before approving Buyers commitment to pay for security or other reasons at the discretion of Morphy Richards. As a result of such check if Morphy Richards is not satisfied with the creditability of the Buyer or genuineness of the transaction or other reasons at its sole discretion, Morphy Richards shall have the right to reject the receipt of / Buyers commitment to pay.
 - j) 'Cash on Delivery' feature for payment, may be disabled for certain account users, at the sole discretion of Morphy Richards.
9. You understand that upon initiating a transaction You are entering into a legally binding and enforceable contract with Us to purchase the products and /or services from Us using the Payment Facility, and You shall pay the Transaction Price through Your Issuing Bank to Us using Payment Facility.
10. You understand that the Payment Facility may not be available in full or in part for certain category of products and/or services and/or Transactions as mentioned in the Policies and hence You may not be entitled to a refund in respect of the Transactions for those products and /or services
11. Morphy Richards reserves the right to impose limits on the number of Transactions or Transaction Price which Morphy Richards may receive from on an individual Valid Credit/Debit/ Cash Card / Valid Bank Account/ and such other infrastructure or any other financial instrument directly or indirectly through payment aggregator or through any such facility authorized by Reserve Bank of India to provide enabling support facility for collection and remittance of payment or by an individual Buyer during any time period, and reserves the right to refuse to process Transactions exceeding such limit.
12. Morphy Richards reserves the right to refuse to process users with a prior history of questionable charges including without limitation breach of any Terms of Uses by user with Morphy Richards or breach/violation of any law or any charges imposed by Issuing Bank or breach of any policy.
13. Morphy Richards may delay notifying the payment confirmation, if Morphy Richards deems suspicious or for users conducting high transaction volumes to ensure safety of the transaction. In addition, Morphy Richards may hold money received or remit such money to law enforcement officials (instead of refunding the same to the user) at the request of law enforcement officials or in the event the user is engaged in any form of illegal activity.
14. You acknowledge that Morphy Richards will not be liable for any damages, interests or claims etc. resulting from not processing a payment or any delay in processing a payment which is beyond control of Morphy Richards.
15. All Valid Credit / Debit/ Cash Card/ and other payment instruments are processed using a Credit Card payment gateway or appropriate payment system infrastructure and the same will also be governed by the terms and conditions agreed to between You and the respective Issuing Bank and payment instrument issuing company. Further, all online bank transfers from valid bank accounts are processed using the gateway provided by the respective Issuing Bank which support Payment Facility to provide these services to the Users. All such Online Bank Transfers on Payment Facility are also governed by the terms and conditions agreed to between Buyer and the respective Issuing Bank.

Indemnity: You release and indemnify Morphy Richards and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of Your actions on the Website. Notwithstanding its reasonable efforts in that behalf, Morphy Richards cannot take responsibility or control the information provided by other Users which is made available on the Website. You may find other User's information to be offensive, harmful, inconsistent, inaccurate, or deceptive. Please use caution and practice safe trading when using the Website. Please note that there could be risks in dealing with underage persons or people acting under false pretence.

You shall indemnify and hold harmless Morphy Richards , its owner, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of Your breach of this Terms of Use, Privacy Policy and other Policies, or

Your violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party.

Limitation of Liability

In no event shall Morphy Richards, its affiliates, associate companies, accountants, advisors, agents, consultants, contractors, partners and/ or suppliers and their respective officers, agents, directors be liable with respect to the Website, products and/ or any services hereunder:

- a. for any amount in the aggregate in excess of the price paid by You; or
- b. for any indirect, incidental, punitive, or consequential damages of any kind whatsoever including but not limited to loss of use, revenue or profit, goodwill and/ or other intangible losses arising out of or in any way connected with the use of this Website, products and/ or the services and/ or the Terms of Use or with the delay or inability to use this Website, or for any information, materials and/ or products uploaded, posted, emailed, transmitted and/ or obtained through this Website, or otherwise arising out of the use of this Website, whether based on contract, tort, negligence, strict liability or otherwise, even if Morphy Richards , its parent company, subsidiaries, affiliates, associate companies, accountants, advisors, agents, consultants, contractors, partners and/ or suppliers had been advised of the possibility of damages.

If You are dissatisfied with any portion of the Website available herein or with any of these Terms & Conditions, Your sole and exclusive remedy is to discontinue using the Website.

Privacy: Please review our Privacy Policy to understand Our practices.

Applicable Law: Terms of Use shall be governed by and interpreted and construed in accordance with the laws of India. The place of jurisdiction shall be exclusively in Mumbai.

Jurisdictional Issues/Sale in India Only: Unless otherwise specified, the material on the Website is presented solely for the purpose of sale in India. Morphy Richards make no representation that materials in the Website are appropriate or available for use in other locations/Countries other than India. Those who choose to access this site from other locations/Countries other than India do so on their own initiative and Morphy Richards is not responsible for supply of products/refund for the products ordered from other locations/Countries other than India, compliance with local laws, if and to the extent local laws are applicable.

Force Majeure

Morphy Richards shall not be liable for any failure and/or delay on its part in performing any of its obligation under this Terms of Use and/or for any loss, damage, costs, charges and expenses incurred and/or suffered by the User by reason there of if such failure and/or delay shall be 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 Morphy Richards , including, without limitation, unavailability of any communication system, sabotage, fire, flood, earthquake, explosion, acts of God, civil commotion, pandemic, 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 Terms of Use, or any other cause or circumstances beyond the control of Morphy Richards hereto which prevents timely fulfilment of obligation of Morphy Richards hereunder.

Termination

Without an prejudice to any of Our rights enumerated herein, Morphy Richards may, at any time, terminate or suspend any and all services and/ or access to the Website immediately, without prior notice and/or liability. The services and/ or access to the Website may also be terminated or suspended if:

1. User breaches any of the terms or conditions of the Terms of Use and/or other incorporated Terms of Uses and/or guidelines.
2. Requests by law enforcement and/or other government agencies.
3. Discontinuance and/or material modification to the Website and/ or service (or any part thereof).
4. Unexpected technical and/or security issues and/or problems.
5. Engagement by the User in fraudulent and/or illegal activities.
6. Non-payment of any fees owed by the User in connection with the use of Website and/ or services.

Termination of User account includes:

1. Removal of access to all offerings within the service.
2. Deletion of User password and all related information, files and content associated with or inside User account (or any part thereof).
3. Barring of further use of the Website and/ or service.

Further, the User agrees that all terminations for cause shall be made in Morphy Richards 's sole discretion and that Morphy Richards shall not be liable to the User or any third party for any termination of User account, any associated email address, or access to the services. Any fees paid hereunder are non-refundable. All provisions of this Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions and warranty disclaimers.

Electronic communication: You consent to receive communications from Morphy Richards electronically. Morphy Richards will communicate with you by e-mail and/or by posting notices on this Website. You agree that all Terms of Uses, notices, disclosures and other communications that Morphy Richards provide to You electronically satisfy all legal requirement of adequate service of notice/electronic record. This document is an electronic record in terms of Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical and/or digital signatures.

Grievance officer

Please find below the details of the grievance officer:

For website order related – response@bajaelectricals.com

For Service related – consumercare@morphyrichardsindia.com

Phone - 022-41280022