

## ONLINE SHOPPING POLICY

Morphy Richards India is committed to protecting your privacy on the Internet. We also believe that it is important for you to know what we do with your personal information, and to give you choices about how that information will be used. We encourage you to read carefully the Privacy Policy outlined below which explains how we may gather and use the information you provide.

We may change this policy from time to time by updating this page. You are advised to check it from time to time in order to ensure that you are aware of any changes and that they are acceptable to you. This policy applies if you access the Website through your mobile phone, through your PC or through any other route.

### **Nature of Information Collected:**

In general, you can view parts of the Website without giving us any information. However, on certain pages we will request information about you, for example, the registration pages. You may choose not to provide certain requested information, but then you might not be able to take advantage of some of our features. We will only be able to provide you with our full Website environment if you have completed and submitted the information required for the registration process and this is accepted by us in accordance with our Website terms and conditions.

Some of the information that we collect will be 'Personal Data.' This means data related to you and which identifies you and shall without limitation include your name; email address; contact information such as postal addresses and telephone numbers; preferences and interests; financial information such as credit / debit card numbers; IP address (automatically collected); web browser type and version (automatically collected); operating system (automatically collected); a list of URLs starting with a referring site, your activity on this Web Site, and the site you exit to (automatically collected); and Cookie information.

Occasionally, our site may contain electronic links to other sites. In case you choose to go to those sites, their own privacy policy and privacy preferences will apply.

### **Use of Information Collected :**

We may use information collected about you for any of the following purposes:

- I. to register you on our Website, to administer our Website services (including processing any searches or requests for information about our products or services);
- II. for assessment and analysis of our market, customers, products and services (including your opinions on our products and services and carrying out customer surveys);
- III. to enable us to monitor, review and improve the products and services which we offer;
- IV. for internal record keeping;

- V. for marketing purposes i.e. for transmission by email of promotional materials relating to products / services that may be of interest to you and for market research purposes which may be done using telephone, fax or mail; and

**Method of Collection of Information :**

We collect information about you using various methods, including:

- I. when you submit it through the Website; and
- II. when you telephone or email us, or correspond with us by means other than through this Website.

The information collected from you or that is provided to us by third parties may be stored together in a combined database or in separate databases.

We will not retain information about you for longer than is necessary for the purpose for which it was intended, or as required under any contract or by law (and we will usually delete data once a user tells us that that he/she will no longer be using this service). We will not collect an excessive amount of information from you or the information that is not relevant to the purposes for it was collected.

**Anonymous information :**

Some technical information may be collected automatically from which you cannot be identified when you connect to our Website e.g. the domain name of another website from which you linked to our Website. This information helps us in identifying users' browsing preferences. This information is used to carry out research on user's demographics, behaviour and interests. Such anonymous information from which you cannot be personally identified is not Personal Data and is therefore outside the scope of this policy.

**Disclosure of information collected :**

The Personal Data which relates to you will not be disclosed to any third parties without your consent, except:

- I. to our Group Company;
- II. where it is necessary to enable any of our staff, employees, agents, contractors, suppliers or commercial partners to provide a service to us or to perform a function on our behalf (including providing marketing assistance, market research or customer services; and administering your membership, supplying products or services that we provide to you now or in the future, or any free prize draws, prize competitions or promotions);
- III. to our professional advisers; or

- IV. where it is necessary in order to pursue our legitimate interests or if we are required to or are permitted to do so by law.

You acknowledge that any information that you submit into any environment that is visible to others (e.g. forums and discussion pages) will result in such information being published in like manner. You should take common sense precautions about the information you provide in such environments and acknowledge that your information will be published in such a way for others to see.

For any disclosure of your Personal Data by us to a carefully selected third party or to any third party on the above list, we will comply with data protection law by ensuring that there are arrangements in place to ensure that the third party does not use your Personal Data for any purpose other than purposes that we specify and in accordance with the purposes outlined in this policy, and keep it secure.

We will take all reasonable precautions to ensure that our staff and employees who have access to information about you have received adequate training to ensure that they process that information only in accordance with this policy and with our obligations under data protection law. We may take disciplinary action against our staff and employees in the event of noncompliance, should we consider this to be appropriate.

### **Third Party Web Sites and Services**

We may, from time to time, employ the services of other parties to deal with matters that may include, but are not limited to, payment handling, delivery of purchased items, search engine facilities, advertising and marketing. The providers of such services do not have access to certain Personal Data provided by Users. Any Data used by such parties is used only to the extent required by them to perform the services that we request. Any use for other purposes is strictly prohibited. Furthermore, any Data that is processed by third parties must be processed within the terms of this Policy and in accordance with the Information Technology Act, 2000 and the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 made thereunder ("IT Act").

### **Information Security**

We are committed to ensuring that your information is secure and for that purpose we have put in place reasonable procedures to safeguard and secure the information we collect through the website. The security of the information is protected by using encryption & password where applicable and limiting access only to those who need access to it for the purposes described above. Whilst we have done all of this, we cannot guarantee that your information is secure when submitted or otherwise communicated through insecure means.

We recommend that you must also take appropriate steps to keep your information secure by not using an obvious login name or password, by changing your password regularly, and ensuring that you do not divulge your password to any other person.

## Linking

This Website may link to other websites which are outside our control. Whilst we try to ensure that we link only to websites that share our privacy and security standards, once you have left this Website we cannot be responsible for the protection and privacy of any information which you provide on other websites. You should exercise caution, and review the privacy statement applicable to the website in question.

## Cookies

In addition to Personal Data or Information, We may use data collection devices such as "cookies" or other technology to obtain certain types of information when your web browser accesses our Website. Cookies are files that store information on your hard drive or browser. They enable this Website to recognise that you have visited it before. Cookies help us to understand which sections of this Website are the most popular because they allow us to see which pages visitors are accessing and how much time they are spending on them. By studying these we are better able to adapt this Website to suit your demands and provide you with a more customised user experience.

We will make best efforts to ensure but do not warrant that any of the websites or any affiliate site(s) or network system linked to our Website is free of any operational errors nor do We warrant that our Website will be free of any virus, computer contaminant, worm, or other harmful components.

You may therefore configure your browser to accept all cookies, reject all cookies, or notify you when a cookie is sent. Please note, however, that this Website is designed to work using cookies and any disabling of them may affect your usage of this Website and prevent you from taking full advantage of it. We do not exchange cookies with any third party websites or external data suppliers, except with third parties working with us to provide services to you.

You acknowledge that the services, content, site and/ or any software are provided on an "**as is**" and "**as available**" basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose.

### **Terms and Conditions for transacting at and/or dealing with Online Shopping Website [www.morphyrichardsindia.com](http://www.morphyrichardsindia.com) ("Terms & Conditions")**

This document is an electronic record in terms of Information Technology Act, 2000 (as amended by the Information Technology (Amendment) Act, 2008) and rules made there under pertaining to electronic records in various statutes. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published in accordance with the provisions of Rule 3(1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and user agreement for access and/or transacting and/or usage of [www.morphyrichardsindia.com](http://www.morphyrichardsindia.com) ("Website") and specifies the terms and conditions governing it

and the disclaimer ("Terms & Conditions"). The Website is owned and operated by BAJAJ ELECTRICALS LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at 45/47, Veer Nariman Road, Mumbai 400001, hereinafter referred to as "**Company**" [which expression shall, unless it be repugnant to the context or meaning thereof, include its successor or successors and assigns].

Use of this Website is regulated by Terms & Conditions provided herein. Your visit, dealing, transacting and/or otherwise using this Website shall be treated as your acceptance of these Terms & Conditions. There is an option given during the course of every transaction to enable the User to express his/her acceptance or rejection of these Terms & Conditions. Your acceptance by clicking on "**I Agree**" shall be deemed that you have gone through, understood and accepted these Terms & Conditions completely and accordingly these Terms & Conditions shall be treated as legally binding and enforceable agreement between the Company and you. In case if you do not agree with any of these Terms & Conditions or all of these Terms & Conditions, then you should stop dealing with and/or do any transaction on this Website.

The information, products and services offered on this Website, is solely for the User's information and subject to the User's acceptance without modification of the terms, conditions and notices contained herein and should not be considered as a substitute for professional advice. User's use of the Website and/ or services is subject to the additional disclaimers and caveats appearing in the Website. The Company, its affiliate companies, associate companies, consultants, contractors, advisors, accountants, agents and/ or suppliers assume no responsibility for any consequence relating directly and/or indirectly to any action and/or inaction that the User take based on the information, services and products offered on this Website. While the Company strives to keep the information relating to the various products offered on this Website accurate, complete and up-to-date, the Company, its affiliates, associate companies, accountants, advisors, agents, consultants, contractors and suppliers cannot guarantee, and will not be responsible for any damage and/or loss related to, the accuracy, completeness or timelines of the information. The Company may change, suspend and/or discontinue the product(s) at any time, including the availability of any feature, database and content on the Website.

## **I. Definitions**

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

- "**Agreement**" shall mean agreement between the Company and User with terms and conditions as provided herein and includes the Privacy Policy, Disclaimer and all the schedules, appendices and references mentioned herein with all such amendments as effected by the Company from time to time.
- **Company** shall mean Bajaj Electricals Limited.
- "**Morphy Richards**" is a division of Bajaj Electricals Limited and is engaged in selling & marketing of various Home appliances under "Morphy Richards" brand having

International standards. It offers the Indian customers a two-fold benefit of international quality and reliable services.

- **"Product(s)"** shall mean all products of Morphy Richards and/or service offered for sale on the Website for consideration.
- **"Service"** means collectively any online facilities, tools, services or information that Morphy Richards makes available through the Web Site either now or in the future.
- **"User" / "Users"** shall mean any person who accesses, uses, deals with and/or transact at Website in any way.
- **Website** means the website that you are currently using ([www.morphyrichardsindia.com](http://www.morphyrichardsindia.com)) and any sub-domains of this site, unless expressly excluded by its own terms and conditions.

## **II. Eligibility to transact at the Website**

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

User shall be financially responsible for all of User's use of the services and access of the Website. User warrants that all information supplied by User in using the services and accessing the Website, including without limitation User's name, email address, street address, telephone number, mobile number, credit / debit card and/ or any other payment instrument number and other payment details is correct and accurate. Failure to provide accurate information may subject the User to civil and criminal penalties. This Agreement is void where prohibited by law, and the right to access the Website is revoked in such jurisdictions.

## **III. Right to Amend Terms**

The Company is entitled, at its sole discretion or as may be required by law, to amend these Terms & Conditions anytime without any prior intimation to anybody. User shall be responsible for reviewing and becoming familiar with any such modifications/amendments from time to time and shall be bound to this Agreement as amended by the Company from time to time.

## **IV. Products displayed on the Website**

All Products displayed on the Website are protected by patents, copyright, trademark, trade secrets and other intellectual property rights owned by the Company (as applicable), its affiliates, associate companies, accountants, advisors, agents, consultants, contractors and/or suppliers.

The Company undertakes 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.

The Company's logos, product and service marks and/ or names are trademarks are owned by the Company (the "**Marks**"). Without the prior written permission of the Company, or its appropriate affiliates, User agrees not to display and/or use in any manner, the Marks.

#### **V. Registration Data**

User shall be entitled to use the Website for any online shopping transaction only after getting him/her registered on the Website after furnishing all relevant information relating to User as sought on the Website. User shall be solely responsible for the accuracy and correctness of information furnished and for the confidentiality of his/her User Id and Password. The Company shall be entitled to cross verify those detail, if it deems fit, and in case any information furnished by User is found incorrect, false or misleading then the Company shall be entitled to cancel or suspend the registration of User permanently or for such period as the Company deems fit.

User hereby agrees to grant the Company a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to exercise the copyright, publicity, and database rights (but no other rights) User has in his/her Information, with respect to User's Information solely to enable the Company to use the information User supplies to the Company only for use in accordance with the Agreement.

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

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

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

#### **VI. Representations and Warranties**

1. User represents and warrants that User is the owner and/or authorised to share the information User gives on the Website and that the information is correct, complete, accurate, not misleading, does not violate any law, notification, order, circular, policy, rules and regulations, is not injurious to any person and/or property.

2. User undertakes to indemnify and keep indemnified the Company and/or its shareholders, directors, employees, officers, affiliates, associate companies, advisors, accountants, agents, consultants, contractors and/ or suppliers for all claims resulting from information User posts and/or supplies to the Company. The Company shall be entitled to remove any such information posted by User without any prior intimation to User.
3. User understands that the Company does not have any control on accuracy of information submitted by anybody on the Website and therefore agrees that the Company shall not be responsible for any loss, damage, cost, expenses etc due to inaccuracy of any information submitted by User or anybody else on the Website.
4. User agrees and undertakes that the User shall be solely responsible for his/her Information and confirms that information submitted by User:
  - (i) is complete, correct, relevant and accurate.
  - (ii) is not fraudulent.
  - (iii) does not infringe any third party's intellectual property, trade secret and/or other proprietary rights and/or privacy.
  - (iv) shall not be defamatory, libellous, unlawfully threatening and/or unlawfully harassing.
  - (v) shall not be indecent, obscene and/or contain any thing which is prohibited under any prevailing laws, rules & regulations, order of any court, forum, statutory authority.
  - (vi) shall not be seditious, offensive, abusive, liable to incite racial, ethnic and/or religious hatred, discriminatory, menacing, tortuous, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy and/or which may cause annoyance and/or inconvenience.
  - (vii) shall not constitute and/or encourage conduct that would be considered a criminal offence, give rise to civil liability, and/or otherwise be contrary to the law.
  - (viii) shall not be technically harmful (including, without limitation, computer/ mobile viruses, worms, or any other code or files) or other computer programming routines that may damage, destroy, limit, interrupt, interfere with, diminish value of, surreptitiously intercept or expropriate the functionality of any system, data or personal information.
  - (ix) shall not create liability for the Company or cause the Company to lose the services of the Company's ISPs or other suppliers.
  - (x) is not in the nature of political campaigning, unsolicited or unauthorized advertising, promotional and/ or commercial solicitation, chain letters, mass mailings and/or any form of 'spam' or solicitation.
  - (xi) is not illegal in any other way.



Further, the User agrees and understands that the Company reserves the right to remove and/or edit such detail / information.

5. User confirms that he/she shall abide by all notices and all the terms and conditions (as amended from time to time) contained and mentioned herein.
6. User undertakes and confirms that User shall not use the Company's website and/or services therein for any purpose that is unlawful and/or prohibited by the terms of the Agreement and/or under any applicable laws. User shall not use the Website and/or services therein in any manner which could damage, disable, overburden and/or impair the Website and/or any services therein and/or the network(s) connected to the Website and interfere with other User's use and enjoyment of the Website and/or services therein.
7. User shall not attempt to gain unauthorized access to any service on the Website, other Users' Account(s), Computer systems and/or networks connected to the Website through hacking, phishing, password mining and/or any other means. User shall not attempt to obtain any materials or information through any means not intentionally made available to User through the Website.
8. The Website will contain certain material or advertising submitted by other Users/third parties. The Company 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 advertisers and the Company will not be responsible for any claim, error, omission and/or inaccuracy in advertising material. The Company reserves the right to omit, suspend and/or change the position of any advertising material submitted for insertion.

#### **d. Price and Payment Terms**

The Price in respect of a Product is as specified on the Web Site. The Company reserves the right to change or alter Prices of Products on the Web Site without notice to the User, unless the User have already submitted an Order at a stipulated Price, in which case there will be no change or alteration in pricing (provided User's Order is not affected by a pricing error).

User shall be entitled and bound to use his/her 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. User undertakes and confirms that he/she 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 suffer to User due to furnishing of wrong detail/ information relating to his/her credit / debit and/ or any other payment cards or online banking accounts.

User expressly agrees and declares that the Company shall not be liable for the loss of any nature whatsoever including without limitation indirect, consequential, special and/ or incidental to the User arising, directly or indirectly, out of decline of authorization for any transaction, resulting from the User exceeding his/ her preset permissible payment limit under the credit / debit and/ or any other payment cards and/ or online banking accounts.

The Company confirms that the detail provided by User 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 Agreement.

Further, the Company actively reports and prosecutes actual and suspected credit/ debit/ cash card fraud. The Company may require further authorization from User such as a telephone confirmation of User's order and/or other information. The Company's decision to require further authorization is at the Company's sole discretion. The Company reserves the right to cancel, delay, refuse to deliver, or recall from the carrier any order if fraud is suspected.

The Company 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. The Company will cooperate with authorities to prosecute offenders to the full extent of the law.

The Company shall take all reasonable precautions to protect the information provided by the User. However, it is expressly provided and accepted by the User that the Company shall not be responsible in any manner whatsoever for any third party action which results in the information provided by the User being exposed and/or misused by such third party who accessed such information without any authorisation from the Company.

#### **Cash-on-Delivery (COD) Order**

- 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.
- When prompted to choose a Payment Option, select "Pay By Cash-on-Delivery"
- Once verified and confirmed shipment to be processed in the time specified, from the date of confirmation.
- You will be required to make a Cash payment to our Courier Partner, only at the time of delivery of your order.

- Please make **ONLY Cash Payment** at the time of delivery and do NOT offer cheque or DD to the courier staff.
- Your delivery address should be under serviceable network of our courier partner. Please enter the correct pin code to ensure delivery.
- Please do NOT pay for any additional charges, i.e. octroi etc. to courier staff. Your invoice amount is inclusive of all charges.

**e. Cancellation of Order before Dispatch of Products by the Company**

- (i) Except as provided herein below, no cancellations or changes to Order will be accepted. The Product will be delivered to the stated Delivery Address in accordance with these Terms and Conditions.
- (ii) The Company hereby informs User that User's receipt of an electronic or other form of order confirmation does not signify the Company's acceptance of User's order, nor does it constitute confirmation of the Company's offer to sell. The Company reserves the right at any time after receipt of User's order to accept or decline User's order for any reason. The Company further reserves the right any time after receipt of User's order, after prior notice to User, to supply less than the quantity User ordered of any item. User's order will be deemed accepted by the Company upon shipment of products or performance of services that User has ordered as indicated by the Company's servers. Title to goods and all risk of loss passes to User upon delivery to the common carrier. The Company may require additional verifications or information before accepting any order.
- (iii) The Company shall have the right to refuse or cancel any orders placed for Products listed at an incorrect price, rebate or refund, or containing any other incorrect information or typographical errors. The Company shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and User's credit/ debit/ cash card charged. If User's credit/ debit/ cash card has already been charged for the purchase and User's order is canceled, the Company shall immediately issue a credit to User's credit/ debit/ cash card account for the amount of the charge.
- (iv) User shall be entitled to cancel an order of any Product, booked on the Website, by placing a "Cancel Order" request, by logging a call with Company's Customer Care Centre by phone on 022 41280000.
- (v) "Cancel Order" can be placed anytime after booking of order but before status of order changes into "handed over to courier" on the Website.
- (vi) Cancellation of order shall be without any cancellation charges if the order is cancelled before the start of its shipping. However, in case of cancellation of any order that is being shipped, a restocking fee of 25% of the product value will be deducted from the amount paid and the balance amount will be refunded to the User by crediting User's account registered with the Company.

**f. Cancellation of Order after Delivery of Product(s) to User**

- (i) All Product purchased from the Website enjoy Thirty (30) days' **'Return Policy'**.
- (ii) Any Product, purchased from the Website, can be returned to the Company within Thirty (30) days of delivery of the same to User by placing a "Cancel Order" request by logging a call with Company's Customer Care Centre by phone on 022 41280000
- (iii) Any Product purchased from the Website can be returned to the Company only if the Product supplied by the Company is damaged, defective or the Product received is different from the Product that was ordered.
- (iv) The User shall ensure that he/she does not accept the delivery of any Product whose original packaging is damaged or tampered in any manner.
- (v) In the event if User, on removing the packaging of the Product, finds the Product is damaged and/or defective and/or is different from the Product that was ordered, User shall immediately intimate the Company's Customer Care Centre about such damage and/or defect and/ or difference and the Company shall arrange for the replacement of the Product or refund of price of the Product along with shipping charges, if any, collected by the Company in the unlikely event of the Company being unable to replace the damaged and/or defective Product. For any Refund or Exchange / Replacement of Product the relevant provisions of 'Refund' and 'Exchange' shall apply as given herein.
- (vi) In case of Cancellation (Return / Replacement) of order after delivery of the Product to User, the Company will arrange pick up of the Product to be returned. User will assist and cooperate fully to return the Product with its manuals, booklets, warranty card, accessories, freebies and packing materials or any other thing which were delivered to User along with the Product being returned. At the time of pickup the User will be provided with acknowledgement of pick up by the Company's Logistical Partner. User should retain the said acknowledgment and quote or produce the same in all his/her future communications with the Company in this regard.
- (vii) All free gifts, in original packing as delivered and unused condition, must be returned along with the Product in case of cancellation of order of the Product with which the free gift(s) is/are given.

**g. Exchange / Replacement**

In case the Product is found having certain defect(s) immediately after delivery of the same, User can request for exchange/ replacement of the Product any time after delivery of the Product but not later than Thirty (30) days from the date of delivery of the Product (which do not require any demo/installation) or Thirty(30) days from date of demo/installation (if manufacturing/working defect is discovered at the time of demo/installation for those Products which require demo/installation), by placing 'Exchange'/ 'Replacement Request' on the Website or by registering a call on the

Company's Customer Service Centre at 022 41280000. In case any free item delivered to User is found defective then the Company shall arrange the replacement of the Free Item only and the main Product shall not be replaced.

- (i) In case User decides to get replacement of the Product due to certain defect in the Product as provided above, then the Company will arrange pick up of the Product to be exchanged/ replaced. However, User agrees to assist and cooperate to return the Product with all its accessories, freebies, original packing materials and such declaration duly signed by User as may be suggested by Customer Service Centre while registering call for return/replacement.
- (ii) In case of any defect arising after delivery of the Product or after demo/installation of the Product as the case may be, such defects will be serviced by the Company in accordance with warranty terms.
- (iii) In case User opts for replacement of the Product due to any defect at the time of delivery or demo/installation of the Product, User will have to ensure that the Product is returned in undamaged and saleable condition including all accessories and manuals. There should be no signs of external damage on the packaging, including the original carton.
- (iv) Cash-on-Delivery (COD) Order Cancellations/Replacement
  - a. If you want to cancel the order, please do so by calling at our call centre 022 4128 0000. or when our executive calls you up for the order verification.
  - b. Once an order is delivered it cannot be returned/cancelled. However, in case of any defect/damage in transit it could only be replaced.
  - c. We would only be returning the product in case we run out of stock and the remittance would be done via cheque which would be delivered at your address put at the time of placing the order within 15 days.
  - d. All eligible refunds for 'Cash on Delivery' transactions will be processed by issuing account payee cheque in User's name as registered on the Website and delivered to the billing address entered during the online transaction effected by User on the Website and the cheque will be dispatched to the User only after the Product(s) is /are collected from the User's place with all its accessories, freebies and original packing materials.

The User will be bound by the return policy of the Company and shall not hold the Company liable for any loss that he/she may incur due to cancellation of the order.

#### **h. No Warranty for Freebies**

Free gifts given with any of the Product purchased from the Website will not be exchanged and/or covered under any kind of warranty.

**i. Refund**

1. Any cancellation/exchange in accordance with above terms qualifies for payment reversal / replacement of the Product depending on availability of the Product and preference of User.
2. All eligible refunds against Cancellation of Orders by User before delivery of Product to User without any processing charges.
3. Any eligible refund will be initiated by the Company, within 7 (Seven) working days of receipt of Request for Cancellation of Order, in case of Cancellation before delivery of the Products, or within 7 (Seven) working days after the Company's logistics partner picks up the Product(s) from the User's place, in case of Cancellation of Order after delivery of the Product(s). However, it will be credited to User's bank /credit card/debit card account within such time as taken by banking channels to process refund transaction.
4. All refunds will be made out through crediting the account from which the payments were made. Hence actual crediting refund amount depends on user's bank response on refund transactions.

**j. Delivery**

The Company 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 the Company shall not be held responsible for any delay in delivery of Product due to circumstances beyond the control of the Company, provided, the Company takes all required and necessary steps to ensure delivery of the Product within above mentioned timelines.

We offer **FREE SHIPPING for all our products**. Octroi charges, wherever applicable, shall be borne and paid by the Company and will not be borne by User.

In case User books Order of multiple Products in one transaction, the Company would endeavour to ship all Products together. However, this may not always be possible due to Product characteristics and/or logistics' issues. If 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.

**k. Force Majeure**

The Company shall not be liable for any failure and/or delay on its part in performing any of its obligation under this Agreement 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 the Company, including, without limitation, unavailability of any communication system, sabotage, fire, flood, earthquake, explosion, acts of God, civil commotion, strikes, lockout, and/or industrial action of any kind, breakdown of transportation facilities, riots, insurrection, hostilities whether war be declared or not, acts of government, governmental orders or restrictions, breakdown and/or hacking of the Website and/or contents provided for availing the Products and/or services under the Website, such that it is impossible to perform the obligations under the Agreement, or any other cause or circumstances beyond the control of the Company hereto which prevents timely fulfilment of obligation of the Company hereunder.

#### **I. Warranty Disclaimer**

User acknowledges that the Company has no control over, and no duty to take any action regarding which User gain access to the Website and/ or services; what content User accesses and/ or uploads, posts, emails, transmits and/ or otherwise contribute via the Website and/ or services; what effects the content may have on User and/ or any third party; how User may interpret and/or what actions User may take as a result of having been exposed to the content. User releases the Company from all liability for User having acquired or not acquired content through the Website and/ or services. The Website and/ or services may contain, or direct User to sites and/ or services containing, information that some people may find offensive and/or inappropriate. The Company makes no representations concerning any content contained in or accessed through these websites and/ or services, and the Company will not be responsible or liable for the accuracy, copyright compliance, legality or decency, or durability of the products, material contained in, or accessed or purchased through these websites and/ or services. The services, information, content, Website and/ or any software are provided on an "**as is**" and "**as available**" basis, without warranties of any kind, either express or implied.

Although the Company has taken adequate safeguard, the Company makes no guaranty of confidentiality and/or privacy of any communication or information transmitted on the Website and/ or for the services and/or any web-site linked to the Website. User's uses this Website and/ or services at his/ her own risk in accordance with our privacy policy.

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

The Website and/ or services contain views, opinions and recommendations of users of the Website and/ or Services, advertisers, third party information providers and organizations. The Website does not warrant, represent and/or endorse the correctness, authenticity, accuracy, completeness, reliability and/or validity of any opinion and/or other information

displayed, uploaded, distributed, posted, emailed, transmitted and/ or otherwise contributed through the Website and/ or services by anybody other than the Company. The Company assumes no responsibility to keep the content current, complete, up-to-date, valid, and/ or accurate. The Company shall not be responsible in any manner whatsoever for any errors and/ or omissions in the content even if such errors or omissions are due to negligence. User acknowledges that any reliance upon any such opinion or information shall be at User's sole risk.

The Company makes no warranty or representation whatsoever regarding the Website and/ or any content, advertising and services provided through or in connection with the Website and/ or services. User acknowledges that any use of such content and services provided through or on the Website and/ or services shall be at User's sole risk. The Company expressly states that the Company shall not be responsible or held liable for any content and services provided through or in connection with the Website and/ or services.

The Company expressly disclaims any and all warranties, express or implied, including, without limitation:

- Any warranties as to the availability, accuracy, completeness and/ or content of information, content and/ or services which are part of the Website and/ or services.
- Any information about the product downloaded or otherwise obtained through the use of the Website and/ or service is accessed at User's own discretion and risk, and User shall be solely responsible for any damage to User's computer system or loss of data that results from the download of any such information.
- The services and/ or software will be free of all viruses.
- The software will work on all mobile phones, will be compatible with all mobile phone networks and/ or will be available in all geographical areas.
- Any service 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 the Company's 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.

#### **m. Limitation of Liability**

In no event shall the Company, 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:

1. for any amount in the aggregate in excess of the price paid by User; or



2. 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 Agreement 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 the Company, 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 User is dissatisfied with any portion of the Website available herein or with any of these Terms & Conditions, User's sole and exclusive remedy is to discontinue using the Website.

**n. Personal, Non-Commercial & Non assignable Use**

By registering on the Website, User confirms that use of the Website shall be for his/her personal purpose and not for any commercial purpose. User confirms that User's right to access, use, deal with or transact at the Website cannot be assigned to any other person and custody of User Id and Password to access, deal with or transact at the Website shall be sole responsibility of User and User shall be responsible and liable for any misuse of User Id and Password assigned to User by the Company.

**o. E- Mail Subscription**

User can subscribe or opt-in for receiving email marketing mailers/newsletters in following cases:-

- a. **When User registers from 'Registration' page:** User clicks at the 'Register' link on Website header and registers by entering the email address and account password. User becomes subscribed for email marketing mailers or marketing SMS.
- b. **When User registers during 'Guest checkout':** While User is at the checkout stage, a non-registered user enters the email address & process for payment. User is registered in the process and password is emailed. User becomes subscribed for email marketing mailers or marketing SMS.
- c. **User subscribes from footer, but User is not registered:** There is a facility at the Website footer where User can enter the email ID to subscribe for email marketing mailers. User is NOT registered but subscribed for email marketing mailers
- d. **User subscribes from Static DIV, but User is not registered:** When User visits Website for the first time, User will view a notification to submit the email address and subscribe for email marketing mailers. User is **NOT** registered but subscribed for email marketing mailers

- e. **User re-subscribes from 'My Account':** This facility in 'My Account' where a registered User which is currently un-subscribed for email marketing mailers can select the option to receive such mailers in future. Such User is subscribed or opt-in.
- f. **User subscribes from email marketing mailer:** The email marketing mailer can be sent to an email address which is currently not subscribed or opt-in for the same. The marketing mailer would have link using which User can subscribe for receiving the similar mailers in future. Such User is subscribed.

User is un-subscribed for receiving email marketing mailers/newsletters in following cases:-

- a. **User un-subscribes from email marketing mailer:** Every email marketing mailer would have a link by using which User can un-subscribe from receiving any mailer in future. Such User is un-subscribed.
- b. **User un-subscribes from 'My Account':** This a facility in 'My Account' where a registered User already subscribed for email marketing mailers can unselect the option to receive such mailers in future. Such User is un-subscribed.

**p. Intellectual Property Rights**

The Intellectual Property Rights shall include the following –

I. Trademarks / Service marks / Logos-

- 1. The Company and its respective licensors are owners of all trademarks, service marks, logos and the goodwill associated with it which appear on the Website.
- 2. The Company 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. II. Copyrights -

- 1. The contents of the Website including programs, designs, content, process flow, pictures, images, text, videos, audios, music etc are exclusively owned by the Company and/or its associates. The intellectual property rights / copyrights of the Company and/or its associates and shall be protected and regulated by the relevant applicable laws of India.
- 2. User does not have any right to copy, distribute, reproduce, transfer, license/sub license and/or use, in any manner, whatsoever, any of the Company's copyrighted materials which appear on the Website.

III. Proprietary Content

All the information and content disclosed on the Website is proprietary in nature and solely belongs to the Company and shall not be used and/or copied and/or tampered with in any manner (as the case may be).

**q. Links to other websites**

The Website may contain hyperlinks to websites operated by persons other than the Company (hereinafter referred to as the "**Web Links**"). Such Web Links are provided for User's 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. The Company reserves its right to remove any such Web Links anytime without any prior notice. The Company is not under obligation to review the contents of Web Links and therefore do not control the contents of those Web Links. User leaves 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. The Company is neither acting as publisher of contents of those Web Links nor endorser of any representation published on those Web Links. User agrees, acknowledges and understands that neither the Company nor any of its affiliates are responsible or liable, directly or indirectly, for any damage or loss of any sort caused in connection with User's use of or reliance on any content of any such Web Links or goods or services available through any such Web Links and User confirms that any access of Web Links by User shall be entirely at User's own risk.

**r. Product Description & Pricing**

The Company shall endeavour to the extent possible to be as accurate while providing Product descriptions and pricings. However, the Company 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. The Company 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.

The Company 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 User. On being informed about the change in the prices and/ or billing methods for Products or the delivery policies, the Company may take some time to replace or alter the changed price or and/ or billing methods and/ or the delivery policies on the Website.

The Company shall be entitled to send and User gives his/her consent to receive, information/ offers/ promotional mails and messages pertaining to Product offered by the Company/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 Product.

**s. Indemnity**

User shall at all times fully indemnify and hold harmless the Company, its officers, directors, agents, and employees, associate companies from any and all costs, losses, claims, demands, damages and liabilities, actions including costs and reasonable attorneys' fees, made by any third party and/or penalty imposed due to and/or arising out of User's breach of the Agreement, and/or User's violation of any law, rules or regulations and/or the rights of a third party and/or the infringement by User including, without limitation, copyright and trademark infringement, obscene and/or indecent postings, and on-line defamation, and/or any third party using the User's account, of any intellectual property and/or other right of any person and/or entity.

**t. Termination**

The Company 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 Agreement and/or other incorporated agreements 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:

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

Further, the User agrees that all terminations for cause shall be made in Company's sole discretion and that Company 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 Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions and warranty disclaimers.

#### u. **Governing Law and Jurisdiction**

This Agreement shall be governed by, construed interpreted, and enforced in accordance with the laws of India. Except for injunctive reliefs, specific performance and damages any other disputes arising in respect hereto shall be subject to exclusive jurisdiction of the courts of Mumbai.

#### v. **General Provisions**

- a. **Electronic communication:** User consents to receive communications from the Company electronically. The Company will communicate with you by e-mail and/or by posting notices on this Website. User agrees that all agreements, notices, disclosures and other communications that the Company provide to User 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.
- b. **Assignment:** The Company can assign its rights and/or obligations provided herein or arising out of this Agreement to any person. User cannot assign its rights and remedies and/or transfer its obligations under this Agreement without prior written consent of the Company.
- c. **Severability :** Should any provision of this Agreement be determined to be unenforceable and/or invalid, or any transaction contemplated hereby determined to be unlawful by any court of law, or competent government body for any reason, all other provisions shall continue (except if this Agreement stands terminated) in full force and effect.

If anybody does not agree with the Terms and Conditions as provided in this Agreement in entirety his/her sole and exclusive remedy is to discontinue using any of the services being offered on the Website.

#### w. **Disclaimer**

The contents published on [www.morphyrichardsindia.com](http://www.morphyrichardsindia.com) ("**Website**") are subject to changes and/or improvements periodically. During the process of up-gradation, repair, maintenance and/or improvements of contents / systems / programs / software may be suspended for any use. The Company shall not be liable for any inconvenience, loss, damage, cost, expenses which may be incurred by anybody due to unavailability of the Website for any use. The Company cannot be held liable in any event, for any special, punitive, incidental, consequential loss and/or damages (direct and/or indirect) whatsoever including, without limitation, damages for loss of opportunity, business loss, loss of profit, revenue, loss and/or damage to any person and/or property arising out of or in connection with the use of and/or performance of the Website, with the delay and/or inability to use the Website/services and/or related services, the provision of or failure to provide services, and/or for any information, software, Products, services obtained through the Website/services, and/or

otherwise arising out of the use of the Website/services, whether based on contract, tort, negligence, strict liability and/or otherwise, even if the Company has been advised of the possibility of damages. The Company does not endorse in anyway any advertisers/ contents of advertisers on its web-pages. The User shall verify the veracity of all information on his/her own before undertaking reliance and acting thereupon. The Company shall not be responsible and/or liable for any consequential damages arising on account of the user reliance on the contents of the advertisement. Further, the Company shall not be responsible in any manner whatsoever for any third party action which results in the information provided by the User being exposed, misused and/or by such third party who accessed such information without any authorisation from the Company.

There may be delay in provision of services due to factors beyond the reasonable control of the Company and therefore the Company shall not be held responsible and liable for any delay and/or failure in performance of services by the Company due to such factors.

Except as specifically mentioned in specifications of any Product offered for sale on the Website, the Company does not make any representation, warranty and/or guaranty whatsoever as to the (a) availability, timelines, lack of viruses and/or other harmful components, accuracy, adequacy, reliability, completeness, suitability and/or applicability of the information to a particular situation; (b) that the service will be uninterrupted, timely, secure, and/or error-free; (c) all information, software, Products, services and related graphics are provided "**as is**" without warranty of any kind. The Company hereby disclaim all warranties and conditions with regard to this information, software, Products and services including all implied warranties and conditions of merchantability, fitness for a particular purpose, workmanlike effort, title and non-infringement. (d) the images / pictures of Product published on the Website may be indicative and final Product may differ from the images / pictures published on Website relating to any particular Product.

This Agreement is governed by the Laws of India. The User hereby irrevocably consent to the exclusive jurisdiction and venue of Courts in Mumbai in all disputes arising out of or relating to the use of the Website.