

TERMS AND CONDITIONS

TERMS AND CONDITIONS OF WEBSITE USE

Kandru Eye Wear Private Limited, a private limited company duly incorporated under the provisions of the Companies Act, 1956 (hereinafter referred to as 'Company') and having its Corporate Office at Ground Floor (Back), 40/2, Sakthi Nagar, Delhi-110007, and principal place of business 5282, Kolhapur House, Chandrawal Road, Delhi – 110007. The Company is an internet based content and e-commerce portal. This Agreement for the Terms and Conditions of use of the Company's Website/s (hereinafter referred to as 'Agreement') describes certain terms and conditions to access and use the Website/s of the Company by a visitor or a registered user and order products (hereinafter referred to as the "End User", "You" or "Your")

1. **1. ACCEPTANCE OF TERMS OF USE**

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING THIS WEBSITE YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. THE COMPANY RESERVES THE RIGHT TO ALTER, AMEND AND MODIFY THESE TERMS AND CONDITIONS AT ITS SOLE DISCRETION. ALL SUCH AMENDMENTS AND MODIFICATIONS WILL BE DULY NOTIFIED ON THIS WEBSITE. IF YOU ARE NOT AGREEABLE TO THE TERMS AND CONDITIONS WE REQUEST YOU NOT TO ACCESS THIS WEBSITE.

You expressly agree to be bound by this Agreement, irrespective of whether You are a registered member or a visitor, by using the information, tools, features and functionality located on this Website. As such, You agree to be bound by the terms and conditions detailed herein.

The Company recommends that, irrespective of whether You are a Visitor or a Registered Member who proposes to utilize the Service provided by the Company, to carefully read all the terms and conditions as provided herein. The said terms and conditions displayed are recommended to be saved for any future reference and for Your own records. Or You may even take a print out of the same.

The Company expressly states that the Services provided or offered by this Website and the Agreement which You are required to be bound by is meant only for individuals/entities who are permitted to enter into and be bound by a legal contract as per the prevalent laws. In the event, if You are not legally permitted to enter into a contract or are for some reason either due to Your age or any other reason not permitted to enter into an Agreement, then, You are not permitted to utilize the Services provided by this Website or enter into this Agreement. In the alternative You could order Products under parental supervision.

Your acceptance of this Agreement and utilization of Services implies and You expressly and implicitly represent to the Company that You are of the legal contracting age or operating under parental supervision and nothing will invalidate this Agreement. The Company has the right to bind You and your parents to this Agreement.

In the event that You are representing certain individual/s, company/ies, third parties or any entities, in any capacity, then, You expressly confirm that You have the valid authority and the right to do so for and on behalf of them. By entering into this Agreement, You state that You have the right to bind such individual/s, company/ies, third parties or any entities to this Agreement.

The Services made available on or through this Website has been made available to You for the specific purpose of enabling Users to purchase original merchandise such as eyewear (which includes Optical Frames, Sunglasses, Reading Glasses, Contact Lens, Ophthalmic Lens and Complete Needs of an Optical Stores) , from various high end brands (collectively, "Products"). It is not intended to be providing You with any nature of certification, guarantee or warranty or any professional advice and is a mere information and guidance. By accessing, browsing and using this Website/s, You agree and acknowledge that You understand this limited and restricted use, and agree that You will not rely on the information and materials contained in this Website for any purposes except as is intended. You further agree that in all actual matters, You are ultimately responsible for determining Your specific requirements.

You are strictly prohibited from unauthorized use of our systems or this Website/s, including but not limited to unauthorized entry into our systems, misuse of passwords, or misuse of any information posted to this Website.

You acknowledge that the Company may disclose and transfer any information that You provide through this Website to (i) our affiliate or information providers, (ii) to any third party but strictly with Your permission, or (iii) if we are legally bound to disclose any information due to compulsions under law. You consent to the transmission, transfer or processing of such information to, or through, any country in the world, as we deem necessary or appropriate, and by using and providing information through this Website You agree to such transfers.

You expressly agree and acknowledge that usage of the Website/s may be monitored, tracked and recorded. As such, You expressly consent to such monitoring, tracking and recording.

You are responsible for being familiar with the current version of these Terms and Conditions posted on the Website during each session. By the continued accessing of this Website or the Services, You implicitly agree to be bound by the revised terms and conditions. Any such revisions will be duly posted on this Website and the Company may, if it chooses, send you an e-mail in this regard.

1. **2. DESCRIPTION OF SERVICE AND PRODUCTS**

The Company provides an opportunity for You to purchase the Products from high end manufacturers and whole sellers. Upon placing order, the Company shall ship the Product to You and will be entitled to its payment for the Services.

All Products and information displayed on the Website/s constitute an "invitation to offer". Your order for purchase constitutes your "offer" which shall be subject to the terms and conditions as detailed in this Agreement. The Company may accept or reject Your offer in its sole discretion which cannot be contested by You.

The Company, to the best of its knowledge, has displayed or attempts to display on the Website/s as accurately as is possible, colours of the Products that is displayed on the Website/s. However, the colours visible to You is solely dependent on Your monitor. Hence, no guarantee is provided by the Company regarding Your visibility of the colours on the Website/s.

The Company does not provide any warranty or guarantee that the Product descriptions are accurate, complete, reliable, current, or error-free. If a Product offered by the Website/s is not as described, Your sole remedy is to return it in unused, unsoiled and resale condition.

The Company currently offers you the following:

[Eyewear through its website www.kandrueyewear.com](http://www.kandrueyewear.com)

The Company offers a large selection of Optical Frames, Sunglasses, Reading Glasses, Contact Lens, Ophthalmic Lens and Complete Needs of an Optical Store, along with information which will inform and guide You to make the Purchase.

1. **3. YOUR OBLIGATION AND COVENANTS TOWARDS THE PRODUCTS**

In addition to Your other covenants in this Agreement, by ordering Product/s on the Website/s You acknowledge and agree that:

(a) You have a valid Tin No./Vat Registration of your company on which you have purchased from the website, and agree to provide necessary 'C' Forms and agree to pay the local taxes and octrail charges whichever is applicable, and the information supplied to the Company will be accurate;

(b) You are the owner or authorized person from your company to be register user or to place an order through the website;

(c) That any non-delivery or wrong delivery of the Products by the Company due to error in the information provided by You, then, any re-delivery cost in addition to the initial cost will be billed to You;

(d) All information provided by You including your contact details, name and address, bank or credit card details are Yours and authentic and there is no misrepresentation or fraudulent act from Your end;

(e) That before placing an order You will check the Product description carefully. By placing an order for a Product You agree to be bound by the conditions of sale included in the item's description.

1. **4. INFORMATION REQUIRED FROM YOU**

Upon Your acceptance of agreeing to be a member and avail services from our Website/s, we would request You certain basic information for registration. Once You provide us with the details, we would request You for additional information in order to provide You with the services. However, we will not request You for any personal information or identity disclosure. All information provided form You will be treated as private and confidential. The same is more fully detailed under clause in Privacy Policy and Security below.

The Company hereby undertakes and confirms that the mechanism employed by the Company is more specific to users whereby no personal data or information is maintained or tracked or stored on Company's servers or any third party servers. All such data or information shall at all times remain on Your machine or server only.

1. **5. ORDER FOR AND SUPPLY OF PRODUCTS**

(a) You will have to submit Your Order for the purchase of the Product as detailed under the Website/s or you can e-mail us at atcs@kandrueyewear.com or contact us at [1800-11-3937](tel:1800-11-3937).

(b) Once the order is submitted it an express intention to purchase the Product and the same may not be cancelled except as provided hereunder.

(c) Based on the information provided by You and subject to the Company's verification of the same, the Orders will be accepted by the Company for processing.

(d) All orders will be processed once the Company receives the payment for the Product.

(e) You acknowledge that with respect to the order, Company reserves the right to verify the same with You. And the acceptance of the order by the Company is subject to the same.

(f) All orders will be confirmed via e-mail.

(g) The Company will use its best efforts to ensure that order placed by You is successfully processed subject to the availability of the Product/s. In the event the Product/s is sold out or unavailable, the Company will intimate You regarding the same and either refund Your money or provide you with an opportunity to purchase a different Product of the same value.

1. **6. PRICING AND PAYMENT**

(a) The prices for Product/s are described on the Website/s and are incorporated into these terms by reference. All prices are in Indian rupees. The prices, products and services are subject to change at the Company's discretion.

(b) All prices are exclusive of any tax that may be required to be remitted to tax authorities.

(c) The Company will use its best efforts to ensure that the accuracy of the prices and price related information stated on the Website/s. The Company does not make any representation that the prices quoted on the Website/s will match the offers provided by stores.

(d) In the event of any inadvertent mistake by the Company in quoting the price, the Company will notify You of the error before Your payment is processed. You will then have the choice to either accept the correct price or to cancel Your Order.

(e) The Company accepts the following form of payments: a) Online payment via Credit Card, Debit Card, Net Banking b) Cash on Delivery on limited locations c) Cash Deposit on our bank account.

(f) You agree, understand, confirm and state that the card details provided by You to transact on the Website will be correct, accurate and is owned by You. In the event You use the card belonging to any third party, then, You confirm that you have been authorized to or expressly permitted by such third party to use the card for making payments.

(g) The Company will not be liable for any credit card fraud. The liability for use of a card fraudulently will be on the User and the onus to 'prove otherwise' shall be exclusively on the User.

(h) In addition to all other remedies available under law and equity and as detailed under this Agreement, the Company reserves the right to recover the cost of Product/s, collection charges, attorney's charges etc., from an User using the Website/s fraudulently. Further, the Company reserves the right to initiate legal proceedings against such persons for fraudulent use of the Website/s and any other unlawful acts or acts or omissions in breach of these terms and conditions.

1. **7. DELIVERY AND CANCELLATION**

(a) The Company expressly disclaims any guarantee of exactness as to the finish and appearance of the final Product/s as ordered by You based on the display on the Website/s. The quality of any Product/s, Services, information, or other material purchased or obtained by You through the Website/s may not meet your expectations. There may be alteration with respect to your Order. This will be intimated to you by the Company. If you do not agree with the same, the Company will provide you an opportunity to either receive a full refund or a voucher to be redeemed against the purchase of the alternative Product of the same value.

(b) Title and risk of loss for all Product/s ordered by You shall pass on to You upon the Company's shipment to the shipping carrier.

(c) The Company will make the delivery on a 'best effort' basis after acceptance of Your order. Subject to events beyond the Company's control, the Product/s will be shipped within 7 days of the acceptance of the order, you can see the shipping time may vary from product to product.

(d) The Company will communicate the dispatch details to You and will ship the Product/s to the mailing address provided by You while placing the order. If you do not receive the Product/s within a reasonable period of time, You should immediately notify the Company.

(e) You have an obligation to forthwith check the Product/s for accuracy upon receipt of the same.

(f) The Company reserves the right to cancel an order in case the order request is not acceptable to the Company. Upon such cancellation, the Company will refund the money to You. Any such cancellation shall be at the sole discretion of the Company and You will have no right to contest the same. The reasons for cancellation could be due to non-availability of the Product/s, inaccuracy in Product or pricing information or due to reasons of any fraud or wrong usage of payment mechanism adopted by You. Any cancellation will be intimated to You by the Company.

(g) In the event You desire to cancel any order, then, such cancellation must be done prior to the 's dispatch of the Product/s to you. Once dispatched, the Company will not accept any cancellation request from Your end.

1. **8. LINKS TO THIRD PARTY SITES**

As part of availing the Services, You as a member will provide us Your personal information either to retrieve or collect data or information from third party websites. Such third party websites may be maintained by such financial institutions with whom You have an account, bank with or have created certain liabilities. The Company does not and cannot assume any responsibility or accuracy for such information or data maintained by such third party either in terms of updating, accuracy, deletion, non-delivery or failure to store data, communications, etc.

The Website may provide, or third parties may provide, or the Website may contain links to other World Wide Web sites or resources. The responsibility for the

operation and content of those websites shall rest solely with the organization identified as controlling the third party website and will be governed by separate terms and conditions. Links are provided for convenience and inclusion of any link does not imply endorsement in any way of the site to which it links.

Because the Company has no control over such sites and resources, You acknowledge and agree that the Company is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources.

You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

1. **9. REGISTRATION AND USE**

You agree and understand that You are responsible for maintaining the confidentiality of all information provided to the Company while registering Yourself, which includes Your login ID, e-mail address and the passwords for the same. You are fully responsible for all activities that occur under Your e mail address password or account and You shall ensure that You exit from Your account at the end of each session.

The Company will send all correspondences, notices and any other communication to the e-mail address furnished by You. In case of any change in the said e-mail address, it is Your duty to update or change the same.

The Company shall maintain utmost secrecy and use all the security measures to ensure that the information is not misused by any third party.

In the event of Your becoming aware of any unauthorized or misuse of the information provided by You to the Company, You are requested to forthwith contact the Company at Kandru Eye Wear Pvt. Ltd., 5282, Kolhapur House, Chandrawal Road, Delhi – 110007. The Company cannot and will not be liable for any loss or damage arising from Your failure to comply with this Section.

1. **10. LEGAL USES**

Further, You agree and understand that Your right to access and use the Services offered on this Website is personal to You and is not transferable by You to any other person or entity.

You understand that You are authorized to access and use the services only for legal and lawful purposes.

You further undertake and state that by using the services You are in no way impersonating or misrepresenting any person or entity. All services availed are for Yourself only. In the event You are representing individual/s, company/ies, third parties or any entities, You undertake and state that You are authorized to represent such individual/s, company/ies, third parties or any entities. You shall be solely responsible for the consequences arising out of such acts and the Company shall not be held responsible or liable in any way to any person or entity.

Any changes in Your registration information must be duly updated by You.

Your access and use of this Website may be interrupted from time to time for any of the several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Website or other actions that the Website, in its sole discretion, may elect to take. We at the Company utilize our best efforts to provide the Services without any interruptions or hindrance, however, we do not warrant that the function, operation, security or accessibility of the Website will be uninterrupted or error-free, that defects will be corrected, or that this Website or the server that makes it available will be free of viruses or other harmful elements. As a user of the Website, You agree that Your access will be subject to these terms and conditions and that access is undertaken at Your own risk. We shall not be liable for damages of any kind related to Your use of or inability to access the Website.

1. **11. STORAGE, DELETION OR TRANSPORT OF DATA**

The Company states that the data provided by You shall belong solely and exclusively to You. As such, You are permitted to remove or delete the data, so provided, either in full or any portion, at any point in time as You desire. The Company requests You to notify the Company of such removal or deletion.

In the event, You desire the Company to remove or delete all or any portion of the data belonging to You, then, the same needs to be provided in writing to the Company. Upon receipt of such written request, the Company will do the needful forthwith and notify You of the same. The Company will not retain any copies of such data on its server or in any other place.

In this regard, the Company warrants that it cannot access such deleted material at any point in time. Any contact, information or access that the Company had towards such data or material or accounts will cease forthwith. However, certain portions of Your data, which the Company had maintained on its servers may remain either in backups or in transaction logs. These are maintained only for the specific purpose of backup or to provide Services to You in the event of any malfunction or damage to our server in order to ensure continuity of our service without disruption.

1. **12. COMMUNICATION**

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The Company may send You communication, notices or alerts from time to time. These alerts and communication will be sent automatically by the Company to You. In case You have suppressed the receipt or disabled or marked alerts or communication in general to be junked, the Company recommends You to revise the same and activate the receipt of alerts to Your proper destination. As such any communication from our end will be related to the Services and not any marketing or spam mails.

Changes to Your email address will apply to all of Your alerts.

Any e-mail which is sent by the Company or through our website mentioned above, its contents and attachments, if any, are intended solely for the attention of the addressee/s and may also be privileged. If You are not the addressee You may not copy, forward, disclose any part of any message received or its attachments and if You receive a message in error, please delete the said message from Your system and notify us immediately.

You agree and acknowledge that internet communications cannot be guaranteed to be secure or error free. Any information sent via internet could be intercepted, corrupted, lost or contain viruses. The Company and the Website therefore does not accept responsibility for any errors or omissions in messages received by You which may arise as a result of internet transmission.

1. **13. RIGHTS GRANTED BY YOU**

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As the provision of Services includes You providing us with information, data, passwords, usernames, personal identification numbers and other materials and contents, suggestions, ideas, feedback, etc., You are hereby expressly granting us the license and right to utilize the same for and on Your behalf in order to provide the Services.

The Company may or will use such information with the sole purpose for providing You the required Services and not for any other purpose. As such, You hereby warrant and represent that You are duly authorized to submit or represent the third party on behalf of whom You are providing these information to the Company. Further, You acknowledge and agree that these materials, suggestions, feedback and information can be utilized without any obligation or restriction on the Company in terms of payment of fee or any other limitations for marketing, promoting, advertising or other purposes.

By using the Service, You expressly authorize the Company to access Your accounts maintained by identified third parties, on Your behalf as Your agent. When You use the specified feature of another additional account of the Service, You will be directly connected to the website for the third party You have identified. The Company will submit information including usernames and passwords that You provide to log you into the site. You hereby authorize and permit the Company to use information submitted by You to the Service (such as account passwords and users names) to accomplish the foregoing and to configure the Service so that it is compatible with the third party sites for which You submit Your information.

1. **14. YOUR POSTINGS ON WEBSITE**

We, as part of our Service, encourage and permit You to post Your messages or content on any publicly available forums, blogs and other locations on the Website.

By using or posting messages or data or any other information on such forums, blogs and other public locations, You expressly agree that You and only You, are responsible for all the matters contained in such content. You further, represent and warrant to us that You have all the necessary rights to post such messages or information or content and grant us a perpetual, worldwide, royalty free, non-exclusive, transferable and sub licensable right to use, reproduce, distribute, display, modify, amend, perform, etc of such content or information to promote, modify or redistribute this Website, including preparation of any derivative works thereof, in any form and through any medium without any restrictions thereof. You

expressly agree that all the rights granted under this paragraph will also be available to each and every user of this Website.

Further, if You intend to use a forum, a blog or any other feature available on this Website, then, You should make an independent and informed choice about submitting Your personal identifiable information. All personally identifiable information submitting on such forums, blogs or community features can be read, collected or used by any third party. There is a danger of such information being misused or misappropriated. We do not have control over such actions and we are not responsible or liable for the personally identifiable information that You as a user have chosen to submit on a public platform.

In case of any violation of this condition, then, the Company reserves the right to forthwith stop your participation on such public forums.

1. **15. INTELLECTUAL PROPERTY**

You acknowledge and agree that this Website and any necessary software used in connection with the Website contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that any content or software on this Website, including its "look and feel" (e.g., text, graphics, images, logos and button icons), photographs, editorial content, notices, software (including html-based computer programs) and other material is protected by national and international laws relating to copyrights, trademarks, service marks, patents or other proprietary rights. Except as expressly authorized by the Company You agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on this Website, the Services offered thereto or any software thereto, in whole or in part.

You acknowledge that the entire Website and its contents including the software is owned or duly licensed to the Company and are protected by the Copyright laws in India and under international treaty provisions. All trademarks, service marks, and logos used and displayed on this Website are registered to and/or owned by their respective owners. Nothing on this Company Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the trademarks, service marks and logos displayed on the Website, without the prior written consent and permission of the Company or the respective owners.

You may download or print a copy of information provided on this Website for Your personal, internal and non-commercial use only. Any distribution, reprint or electronic reproduction of any content from this Website in whole or in part for any

other purpose is expressly and explicitly prohibited without our prior written consent.

1. **16. PROHIBITED ACTIVITIES**

You agree NOT to do to the following:

(a) upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

(b) impersonate any person or entity, including, but not limited to, officials, directors, employees, agents, authorized representatives, forum leaders, guides or hosts, or falsely state or otherwise misrepresent any information or accounts;

(c) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content or material transmitted or provided through the Site;

(d) Collect or store personal data about other users;

(e) Interfere with or disrupt the Website or servers or networks connected to the Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website;

(f) Intentionally or unintentionally violate any applicable local, state, national or international law;

(g) Upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(h) Upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those specific areas that may be designated for such purpose of posting such mails or messages by the Company;

(i) Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor this Website, either in whole or part;

(j) Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Website, other than the search engines and search agents available through the Service and other than generally available third-party web browsers (such as Microsoft Explorer);

(k) Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of this Website or the Service.

(l) post or transmit any message, data, image or program that would violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential proprietary information, and trademarks or service marks used in an infringing fashion.

(m) You may not interfere with other Users' use of the Service, including, without limitation, disrupting the normal flow of dialogue in an interactive area of this Website, deleting or revising any content posted by another person or entity, or taking any action that imposes a disproportionate burden on the Service infrastructure or that negatively affects the availability of the Service to others.

You agree that any employment or other relationship You form or attempt to form with an employer, employee, or contractor whom You contact through areas of this Website that may be designated for that purpose is between You and that employer, employee, or contractor alone, and not with us.

1. **17. RETURN, REFUND OR EXCHANGE POLICY**

The Company provides You a return, refund or exchange opportunity on your purchase through the website, in the event you are unhappy you're your purchase provided You meet with the following conditions:

- (a) The request for return, exchange or refund should be raised within 30 (thirty) days of the receipt of the products from our Website;
- (b) The price tag and any other identification tag, the invoice and the original packing must be intact and sent back;
- (c) The product should not have been used or should not have any dirt or scratches or tear or in short should not be rendered unsellable;
- (d) You need to mention your order number, the date of order and your date of receipt;
- (e) Ensure that the return package is appropriately sealed and sent to the Company as any damage in transit will continue to be your responsibility and this policy will cease to be applicable;
- (f) The Company has a dedicated team which will check the returned products and their decision of your request will be final to accept or reject;
- (g) To request for a return, refund or exchange, please contact our customer care at 1800-11-3937 or mail us at cs@kandrueyewear.com and we will get in touch with you.

Following are the additional requirements for specific products:

- (a) For The Optical Frames: should not be bent or twisted or made scratches on demo lens. All screws and any embedment should remain intact and must be returned with all the original box, cover, pouch, selvet, plastic cover, instructions, guarantee and any other extras or complimentary offers, if any. The Sunglasses: should not be bent or twisted or made scratches on lens. All screws and any embedment should remain intact and must be returned with all the original box, cover, pouch, selvet, plastic cover, instructions, guarantee and any other

extras or complimentary offers, if any. The Reading Glasses: should not be bent or twisted or made scratches on demo lens. All screws and any embedment should remain intact and must be returned with all the original box, cover, pouch, selvet, plastic cover, instructions, guarantee and any other extras or complimentary offers, if any. The Contact Lens: should not be opened or used, and must be returned with all the original box, cover, pouch, instructions, guarantee and any other extras or complimentary offers, if any and no cancellation or modification of Rx lenses. The Ophthalmic Lens: Ensure no scratches are made and should remain with all original packing materials like cover, box, plastic/foam wrapper, authenticity card and selvet cloth, and no cancellation or modification of Rx lenses. The Other Products: should not be opened or used, should remain intact and must be returned with all the original box, cover, pouch, plastic cover, instructions, guarantee and any other extras or complimentary offers, if any.

The refund, return or exchange process will be initiated only after we have received the product/s in the condition as mentioned above.

As stated You could either get a refund of cash or exchange it for a voucher. If this is not applicable, You could exchange the purchase product for a different product of the same value or a higher value. No difference will be paid in case the exchange is made for a product of a lower value. The option will be communicated either via an e-mail provided by You to us or through a contact number which You have notified us. The Company is not responsible for any incorrect or miss-leading contact details. You will have a period of 7 (seven) days to confirm Your decision to us. In the event we do not receive any communication from You then your opportunity to obtain a refund, return or exchange will lapse.

Refunds are processed in 30 (thirty) working days but in case of payments by Cheque or Demand Draft, additional days may be required to dispatch and for the funds to be credited to your account.

Apart from these, in the case the original manufacturers/producer/reseller provide any specific warranty, then, those will be applicable subject to Your compliance with the warranty terms mentioned therein. With respect to the warranty offered by the original manufacturer /producer/reseller, the Company would not be responsible or liable for the same. Your claims will have to be raised with the original manufacturer /producer/reseller. If feasible, the Company may provide reasonable assistance in this regard.

This policy is only for customers in India and we won't be able to provide exchange, returns or refunds to our international customers due to prohibitive shipping costs.

1. **18. SECURITY AND PRIVACY**

The Company knows that You care how information about You is used and shared, and we appreciate Your trust that we will do so carefully and sensibly. We let You retain as much control as possible over Your personal information. However, You may not visit and use our site at anytime without telling us who You are or revealing the required information about Yourself. To the Company, our most important asset is our relationship with You. We are committed to maintaining the confidentiality, integrity and security of any personal information about our users. We are proud of our privacy practices and the strength of our site security and want you to know how we protect Your information and use it to provide to You the services. This notice describes our privacy policy. By visiting this Website, You are accepting the practices described in this Privacy Policy.

(a) Information You Give Us: We receive any information You enter on our Website or give us in any other way. However, we do not store any personal sensitive information on our server. They remain with You on Your system.

You can choose not to provide certain information, but then You might not be able to take advantage of many of our features. We use the information that You Provide for such purposes as responding to your requests, customizing future commercial transactions, improving our data base, and communicating with You and utilizing/exploiting/disclosing, without prejudice to any of Your other rights, the same for any other, whether commercial or non-commercial purpose which the Company in its sole discretion considers necessary for its business purposes or otherwise.

You can add or update certain information. When You update information, we usually keep a copy of the prior version for our records.

(b) Automatic Information: We receive and store certain types of information whenever You interact with us. Our server logs Your activities for various diagnostic and analytical purposes. However, other than the IP address of Your machine from where You are accessing the Service, there are no other personal information maintained by the Company in the logs.

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(c) E-mail Communications: To help us make e-mails more useful and interesting, we may request to receive a confirmation when You open e-mail from Your end if Your computer supports such capabilities.

(d) Sharing of Information Received by the Company: You can tell when another business is involved in Your transactions, and we share, use or, disclose customer information related to those transactions with that business.

(e) Business Transfers: As we continue to develop our business, we might be acquired completely or merge with any other Company. In such transactions, customer information generally is one of the transferred business assets. In such a case, we will intimate to You of the same and ensure the protection of Your information as per these policies and guidelines.

(f) Protection of the Company and Others: We release account and other personal information when we believe release is appropriate to comply with law; enforce or apply our Terms and Conditions and other agreements; or protect the rights, property, or safety of Company, our users, or others. This includes exchanging information with other companies and organizations for fraud protection and other similar matters.

1. **19. SECURITY OF INFORMATION**

We work to protect the security of your information during transmission by using Secure Sockets Layer (SSL) software, which encrypts information You input. We constantly re-evaluate our privacy and security policies and adapt them as necessary to deal with new challenges. We do not and will not sell or rent Your personal information to anyone, for any reason, at any time, unless it is in (i) in response to a valid legal request by a law enforcement officer or government agency or (ii) when You have explicitly or implicitly given Your consent, or (iii).utilize the same for some statistical or other representation without disclosing personal data.

We only reveal those numbers of Your account as required to enable us to access and provide You the required services relating to Your accounts.

We make every effort to allow You to retain the anonymity of Your personal identity and You are free to choose a Login ID email address and password that keeps Your personal identity anonymous. Access to Your Registration Information and Your personal financial data is strictly restricted to those of our Company employees and contractors, strictly on a need to know basis, in order to operate, develop or improve the Service. These employees or contractors may be subject to discipline, including termination and criminal prosecution, if they fail to meet these obligations.

With the exception of a Login ID in the form of an email address, which may be provided on an anonymous basis, and Your Third Party Account Information, which is required for providing the services, the Company does not require any information from You that might constitute personally identifiable information.

It is important for You to protect against unauthorized access to Your password and to Your computer. Be sure to sign off when finished using a shared computer.

As described in this Agreement and with Your consent, the Company will from time to time connect electronically to Your online bank, credit card and other online financial accounts to process Your Order.

Conditions of Use, Notices, and Revisions

If You choose to visit this Website, Your visit and any dispute over privacy is subject to this Agreement, including limitations on damages, arbitration of disputes, and application of the law of the Republic of India. If You have any concern about privacy at this Website, please send us a thorough description to Kandru Eye Wear Private Limited, 5282, Kolhapur House, Chandrawal Road, Delhi – 110007. and we will try to resolve it. Our business changes constantly. This Notice and the Terms of Membership will change also, and use of information that we gather now is subject to the Privacy Policy in effect at the time of use. We may e-mail periodic reminders of our notices and conditions, unless You have instructed us not to, but You should check our Website frequently to see recent changes.

1. **20. DISCLAIMER**

THE CONTENT AND ALL SERVICES ASSOCIATED WITH THIS WEBSITE OR PROVIDED THROUGH THE SERVICE ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONTENT OR OPERATION OF THIS WEBSITE OR OF THE SERVICE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE AND PURCHASE OF THE PRODUCTS IS AT YOUR SOLE RISK.

THE COMPANY MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING (i) THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT ON THIS WEBSITE OR (ii) OF THE SERVICE AND

PRODUCTS AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY ENGAGES AND EMPLOY THE BEST METHODS TO SAFEGUARD AND PROTECT AGAINST VIRUSES, INFECTION., ETC, HOWEVER, DESPITE SUCH BEST EFFORTS, THE COMPANY MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE CONTENT THAT MAY BE AVAILABLE THROUGH THE SERVICE IS FREE OF INFECTION FROM ANY VIRUSES OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, SURREPTITOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION.

1. **21. LIMITATION OF LIABILITY**

THE COMPANY SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE OR BUSINESS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, OR LOSS OF SAVINGS, OR ANY OTHER DAMAGES ARISING - IN ANY WAY, SHAPE OR FORM - OUT OF THE AVAILABILITY, USE, RELIANCE ON, OR INABILITY TO UTILIZE THE SERVICE ARISING IN WHOLE OR IN PART FROM YOUR ACCESS TO THIS WEBSITE, YOUR USE OF THE SERVICE, YOUR PURCHASE OF PRODUCTS THROUGH THE WEBSITE OR THIS AGREEMENT, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

1. **22. INDEMNITY BY YOU**

You shall defend, indemnify and hold harmless the Company and its officers, directors, shareholders, and employees, from and against all loss, damages, claims and expenses, including but not limited to attorneys fees, in whole or in part arising out of or attributable to any breach of this Agreement by You, any misrepresentation or misuse of the Service offered to You or any negligent or unreasonable or inappropriate use of the Website or the Services.

1. **23. TERMINATION**

This Agreement to be applicable and shall be binding on the parties, i.e., You and the Company, unless terminated as specified below:

(a) by You, by providing a written notice of at least 3 (three) business days;

(b) closure of Your account by the Company or You for any reason immediately;

(c) The Company may terminate this Agreement and close Your account if it comes to the knowledge of the Company that You have breached any of these terms and conditions, whether intentionally or by implication;

(d) The Company may terminate the Agreement, it is so required to be one by an express direction of law

All termination notices have to be forwarded to Kandru Eye Wear Private Limited, 5282, Kolhapur House, Chandrawal Road, Delhi – 110007.

The Company hereby expressly states that this Service (including, without limitation, the underlying network, system, software, servers, various directories and listings, various message and news and bulletin boards, blogs, tools, information and databases) is intended for End Users who are legally permitted to enter into a contract. This Service is not intended for the use of minors or people who are not permitted to enter into a valid and binding contract. In the event if it comes to the attention of the Company, from authentic and valid resources, that a particular End User does not meet this criteria, then, the Company will forthwith close the account of the said End User and will delete all information and content which is relating to that End User without any obligation or liability towards such End User from the Company's records.