

## **T E R M S   O F   U S E**

Welcome to [www.hamariasha.com](http://www.hamariasha.com) (“Website”) owned and operated by Hamari Asha Foundation (HAF). HAF provide website features and other products and services to you when you visit or shop at [www.hamariasha.com](http://www.hamariasha.com), use HAMARI ASHA products or services, or use software provided by HAF in connection with any of the foregoing. HAF provides the Services subject to the following conditions. This user agreement (“Terms and Conditions” or “T&C” or “Terms” or “Agreement”) is between you (“you” or “End User” or “your” or “Buyer” or “Customer” or “Registered User”) and HAMARI ASHA Foundation (“a trust” or “us” or “we” or “[www.hamariasha.com](http://www.hamariasha.com)”). This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures. Notwithstanding anything contained or said in any other document, if there is a conflict between the terms mentioned herein below and any other document, the terms contained in the present T&C shall alone prevail for the purposes of usage of the Site.

### **INTRODUCTION**

The domain name [www.hamariasha.com](http://www.hamariasha.com) is registered in the name of HAMARI ASHA FOUNDATION which is a registered trust. Its corporate office is at, 67<sup>th</sup> KM Milestone, Delhi-Jaipur Highway, Village Sidhrawali, Gurugram – 122413, Haryana, India. HAMARI ASHA is a rural women development and Upliftment initiative of HAF where women from rural India make products and earn livelihood, HAF manages the project.

### **RIGHT TO CHANGE**

HAF reserves the sole right to update or modify these Terms and Conditions at any time without prior notice. For this reason, we encourage you to review these Terms and Conditions every time you purchase products from us or use our Web Site.

### **PRIVACY**

We view protection of your privacy as a very important principle. We understand clearly that You and Your Personal Information is one of our most important assets. We store and process Your Information including any sensitive financial information collected (as defined under the Information Technology Act, 2000), if any, on computers that may be protected by physical as well as reasonable technological security measures and procedures in accordance with Information Technology Act 2000 and Rules there under. If you object to our current Privacy Policy and your information being transferred or used in this way please do not use Website.

### **ELECTRONIC COMMUNICATIONS**

When you use any of our Services, or send e-mails to us, you are communicating with us electronically. You by using our services consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site or through other Services. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. The legal requirements would be in conformity with the Indian Information Technology Act, 2000 and rules there under as applicable and

the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000.

## INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated or anything contained to the contrary or any proprietary material owned by a third party and so expressly mentioned, HAF owns all Intellectual Property Rights to and into the Website, including, without limitation, any and all rights, title and interest in and to copyright, related rights, patents, utility models, trademarks, trade names, service marks, designs, know-how, trade secrets and inventions (whether patentable or not), goodwill, source code, meta tags, databases, text, content, graphics, icons, and hyperlinks. You acknowledge and agree that you shall not use, reproduce or distribute any content from the website [www.hamariasha.com](http://www.hamariasha.com) belonging to HAF without obtaining authorization from it.

User shall not upload post or otherwise make available on the Site any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right. HAF does not have any express burden or responsibility to provide the Users with indications, markings or anything else that may aid the User in determining whether the material in question is copyrighted or trademarked. User shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights or any other harm resulting from such a submission. By submitting material to any public area of the Site, User warrants that the owner of such material has expressly granted HAF the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material. Users also permit any other end user to access, view, and store or reproduce the material for that end user's personal use. User hereby grants HAF, the right to edit, copy, publish and distribute any material made available on the Site by the User. The foregoing provisions of Section 25 apply equally to and are for the benefit of HAF, its affiliates and its third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

## TRADEMARKS

The Site contain copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music, sound, and the entire contents of [www.hamariasha.com](http://www.hamariasha.com) protected by copyright as a collective work under the applicable copyright laws. HAF owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. Users may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. Users may download / print / save copyrighted material for the User's personal use only. Except as otherwise expressly stated under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material without the express permission of HAF and the copyright owner is permitted.

If copying, redistribution or publication of copyrighted material is permitted, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. The User acknowledges that he/she/it does not acquire any ownership rights by downloading copyrighted material. Trademarks that are located within or on the Site or a website otherwise owned or operated in conjunction with HAMARI ASHA shall not be deemed to be in the public domain but rather the exclusive property of HAF, unless such site is under license from the trademark owner thereof in which case such license is for the exclusive benefit and use of HAMARI ASHA, unless otherwise stated.

## INTELLECTUAL PROPERTY RIGHTS COMPLAINTS

HAF respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes any Intellectual Property Right infringement, please address a complaint to the "Customer Care" by way of an email as provided herein below.

## BILLING

The price of our merchandise as mentioned on [www.hamariasha.com](http://www.hamariasha.com) is the Maximum Retail Price (MRP) for the said product. Such MRP shall be inclusive of all local taxes as are applicable in India. Additional applicable taxes may be charged depending upon the destination where the order has to be shipped to. The tax rate applied and charged upon the order shall include combined tax rate for both state and local tax rates in accordance with the address where the order is being shipped. HAF reserves the right to collect taxes and/or such other levy/ duty/ surcharge that it may have to incur in addition to the normal taxes it may have to pay. We may also charge Delivery Charges which may include postal charges/ shipment charges etc.

Due to import/trade restrictions, we presently supply only in INDIA.

## ORDER CANCELLATION BY HAMARI ASHA

Due to unavoidable circumstances there may be times when certain orders having been validly placed may not be processed or capable of being dispatched. HAF reserves the exclusive right to refuse or cancel any order for any reason. Some situations that may result in your order being cancelled shall include limitations on quantities available for purchase, inaccuracies or errors in product or pricing information, problems identified by our credit and fraud avoidance department or any defect regarding the quality of the product. We may also require additional verifications or information before accepting any order. We will contact you if all or any portion of your order is cancelled or if additional information is required to accept your order. If your order is cancelled after your credit card/ debit card/ any other mode of payment has been charged, the said amount will be reversed into your Account/ as the case may be to the source of the payment within a period of 30 working days. Any type of voucher used in these orders shall be returned and made available to the user in case of cancellation by us.

## SHIPPING & PROCESSING FEE

Our shipping and processing charges are intended to compensate for the cost of processing your order, handling and packing the products you purchase and delivering them to you. For further information please refer to our Shipping & Payment Policy.

## PAYMENT

While availing any of the payment method/s offered by us, we are not responsible or take no liability of whatsoever nature in respect of any loss or damage arising directly or indirectly to you including but not limited to the following: (a) lack of authorization for any transaction/s; (b) or exceeding the preset limit mutually agreed by you and between your Bank/s• ; (c) or any payment issues arising out of the transaction; (d) or decline of transaction for any other reason/s.

All payments made against the purchases/services on [www.hamariasha.com](http://www.hamariasha.com) by you shall be as against the MRP displayed on the website and shall be in terms and conditions of the third party Online Payment Gateway Services as adopted and applicable to your transaction as approved by HAMARI ASHA . Before shipping your order to you, we may request you to provide supporting documents (including but not limited to Govt. issued ID and address proof) to establish the ownership of the payment instrument used by you for your purchase. This is done so as to ensure a safe and a fool proof online shopping environment to our users.

## LOSS IN TRANSIT

HAF endeavours but does not guarantee delivery of products in the stipulated time period as mentioned on the purchase of the product. In no manner can the contract be repudiated if HAF fails to deliver any one or more products in the stipulated time frame. However, if you fail to take the delivery of the goods, HAF may at its discretion charge you for additional shipping cost.

## REFUNDS & RETURNS

HAF shall make all endeavours to deliver defect free products to the purchasers. HAF does not take title to any returned items purchased by the user unless the item is received by HAF. Any item purchased on our website does not qualify for any return unless the product delivered is damaged or has manufacturing defects. The defective and/or damaged goods so received shall be communicated to HAF within 48 hours of its receipt. Any communication received after 48 hours of delivery shall not qualify for return unless expressly covered by the product warranty even in case the said product has been wrongly delivered.

HAF holds the sole discretion to determine whether a refund can be issued. For further information please read our Returns & Exchanges Policy.

## PRODUCT DESCRIPTIONS

Products displayed on [www.hamariasha.com](http://www.hamariasha.com) attempts to be as accurate as possible. However, HAF does not warrant that product descriptions or other content is accurate, complete, reliable, current, or error-free. If a product offered by HAF is not as described, your sole remedy is to contact HAF within 48 hours of receipt and HAF reserves the right to provide a solution as per its discretion. HAF is not liable to issue any refunds or allow exchanges and/or returns as a matter of policy.

## PRODUCT COMPLIANCE

Products displayed/ sold on the [www.hamariasha.com](http://www.hamariasha.com) are manufactured/ procured as per the applicable Local Laws of India and are in conformity with the required Indian industry standards.

## PRODUCT PRICING DISCLAIMER

Prices shown on the website are subject to change without prior notice. These prices only reflect the MRP and do not include shipping and taxes which may be extra as applicable.

## INACCURACY DISCLAIMER

From time to time there may be information on our Website or in our catalogue that may contain typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, and availability. HAF reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice.

## WARRANTIES & LIABILITY

All information, content, materials, products (including software) and other services included on or otherwise made available to you by HAF are provided on an AS IS and AS AVAILABLE basis, unless otherwise specified in writing. HAF makes no representations or warranties of any kind, express or implied, as to the operation of the services, or the information, content, materials, products (including software) or other services included on or otherwise made available to you through HAF, unless otherwise specified in writing. You expressly agree that your use of the website is at your sole risk.

HAF does not warrant that this Website will be constantly available or available at all or that any information on this Website is complete, true, accurate or non-misleading.

We will not be liable to you in any way or in relation to the Contents of, or use of, or otherwise in connection with, the Website. You acknowledge, by your use of this Website, that your use of this Website is at your sole risk, that you assume full responsibility for all risks associated with all necessary servicing or repairs of any equipment you use in connection with your use of this Website, and that HAF shall not be liable for any damages of any kind related to your use of this Website.

Though HAF shall make all endeavour to protect its websites from any viruses or other illegal use of its website. However we do not warrant that this site; information, Content, materials, product (including software) or services included on or otherwise made available to You through the Website; its servers; or electronic communication sent from us are free of viruses or other harmful components. Nothing on Website constitutes, or is meant to constitute, advice of any kind.

All the Products sold on Website shall be solely governed by the Indian Laws. In the event we are unable to deliver such Products due to implications of different territorial laws, we will return or will give credit for the amount (if any) received in advance by us from the sale of such Product that could not be delivered to You. It is YOUR responsibility to ensure that the products purchased on this website is not restricted in your territory. HAF shall not be responsible for any non-compliance with regard to the local laws of that territory for any product available on this website.

HAF will not be liable for any damages of any kind arising from the use of any service, or from any information, content, materials, products (including software) or other services included on or otherwise made available to you through the website, including, but not limited to direct, indirect, incidental, punitive, and consequential damages, unless otherwise specified in writing.

## INDEMNITY

You agree to indemnify and shall not hold HAF (and its officers, directors, agents, subsidiaries, affiliates, joint ventures, and employees) for any claim or demand, including but not limited to reasonable attorney's fees, or arising out of or related to your breach of this T&C, or your violation of any law or the rights of a third party or any damage to life and/or property caused by the products delivered.

## BREACH

In the event you are found to be in breach of the Terms of Use or Privacy Policy or other rules and policies or if we are unable to verify or authenticate any information you provide or if it is believed that your actions may cause legal liability for you, other users or us, without limiting to the present, without prior notice immediately limit your activity, remove your information, temporarily/indefinitely suspend or terminate or block your membership, and/or refuse to provide you with access to this Website. Any user that has been suspended or blocked may not register or attempt to register with us or use the Website in any manner whatsoever until such time that such user is reinstated by us.

Notwithstanding the foregoing, if you breach the Terms of Use or Privacy Policy or other rules and policies, we reserve the right to recover any amounts due and owing by you to us and to take strict legal action including but not limited to a referral to the appropriate police or other authorities for initiating criminal or other proceedings against you.

Any breach of any applicable local laws of that territory shall also result in, without prior notice immediately limit your activity, remove your information, temporarily/indefinitely suspend or terminate or block your membership, and/or refuse to provide you with access to this Website.

## SEVERABILITY

We reserve the right to make changes to our site, policies, Service Terms, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

## WAIVER

The failure by HAF to enforce at any time or for any period any one or more of the terms or conditions of the Agreement shall not be a waiver by HAF of them or of the right any time subsequent to enforce all Terms and Conditions of this agreement.

## FORCE MAJEURE

Failure on the part of HAF to perform any of its obligations and the non-furnishing of the Service, shall not entitle you to raise any claim against HAF or be a breach hereunder to the extent that such failure arises from an event of Force Majeure. If through force Majeure the fulfilment by either party of any obligation set forth in this Agreement will be delayed, the period of such delay will not be counted on in computing periods prescribed by this Agreement. Force Majeure will include any war, civil commotion, strike, governmental action, lockout, accident, epidemic or any other event of any nature or kind whatsoever beyond the control of HAF that directly or indirectly hinders or prevents HAF from commencing or proceeding with consummation of the transactions contemplated hereby. You expressly agree that lack of funds shall not in any event constitute or be considered an event of Force Majeure.

## DISPUTE RESOLUTION

This agreement shall be construed and the legal relations between YOU and HAF hereto shall be determined and governed according to the laws of India. If any dispute arises between You and HAF regarding Your use of the Website or Your dealing with HAF in relation to any activity on the Website, in connection with the validity, interpretation, implementation or breach of any provision of the Terms & Conditions and/or Privacy Policy including but not limited to the rules and policies contained herein, the dispute shall be subject to the exclusive jurisdiction to the Courts of Gurgaon.

Your obligations to pay the Payment Fees shall not be suspended during the pendency of such proceedings.

## GRIEVANCE

Any grievances you have by way of use of the website can be addressed to the "Customer Care" by way of email to [info@HAFoundation.org](mailto:info@HAFoundation.org)

The "Customer Care" shall thereafter consider the same and provide a response within one month of the date of such complaint/ grievance.

## GOVERNING LAW

These Terms and Conditions or the documents of third party payment channels shall be governed and construed in accordance with the laws of India.

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