

## **Terms And Conditions**

### **Services overview**

As part of the registration process on the Site, we may collect the following personally identifiable information about you: Name including first and last name, alternate email address, mobile phone number and contact details, Postal code, Demographic profile (like your age, gender, occupation, education, address etc.) and information about the pages on the site you visit/access, the links you click on the site, the number of times you access the page and any such browsing information.

### **Eligibility**

Services of the Site would be available to only select geographies . Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including un-discharged insolvents etc. are not eligible to use the Site. If you are a minor i.e. under the age of 18 years but at least 13 years of age you may use the Site only under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use

### **License & Site access**

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### **Account & Registration Obligations**

All shoppers have to register and login for placing orders on the Site. You have to keep your account and registration details current and correct for communications related to your purchases from the site.

### **Pricing**

All the products listed on the Site will be sold at MRP unless otherwise specified. The prices mentioned at the time of ordering be the prices charged on the date of the delivery. Although prices of most of the products do not fluctuate on a daily basis but some of the commodities and fresh food prices do change on a daily basis. In case the prices are higher or lower on the date of delivery additional charges will be collected or refunded as the case may be at the time of the delivery of the order.

## **You Agree and Confirm**

1. That in the event that a non-delivery occurs on account of a mistake by you (i.e. wrong name or address or any other wrong information, no answer to delivery related calls, unavailability at the time of delivery) any extra cost incurred by us for redelivery shall be claimed from you.
2. That you will use the services provided by the Site, its affiliates, consultants and contracted companies, for lawful purposes only and comply with all applicable laws and regulations while using and transacting on the Site.
3. You will provide authentic and true information in all instances where such information is requested of you. Dadu's reserves the right to confirm and validate the information and other details provided by you at any point of time. If upon confirmation your details are found not to be true (wholly or partly),Dadu's has the right in its sole discretion to reject the registration and debar you from using the Services and / or other affiliated websites without prior intimation whatsoever.
4. That you are accessing the services available on this Site and transacting at your sole risk and are using your best and prudent judgment before entering into any transaction through this Site.
5. That the address at which delivery of the product ordered by you is to be made will be correct and proper in all respects.
6. 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.

## **You may not use the Site for any of the following purposes:**

1. Disseminating any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material.
2. Transmitting material that encourages conduct that constitutes a criminal offence or results in civil liability or otherwise breaches any relevant laws, regulations or code of practice.
3. Gaining unauthorized access to other computer systems.
4. Interfering with any other person's use or enjoyment of the Site.
5. Breaching any applicable laws;
6. Interfering or disrupting networks or websites connected to the Site.
7. Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.

## **Colours**

We have made every effort to display the colours of our products that appear on the Website as accurately as possible. However, as the actual colours you see will depend on your monitor, we cannot guarantee that your monitor's display of any colour will be accurate.

## **Modification of Terms & Conditions of Service**

Dadu's may at any time modify the Terms & Conditions of Use of the Website without any prior notification to you. You can access the latest version of these Terms & Conditions at any given time on the Site. You should regularly review the Terms & Conditions on the Site. In the event the modified Terms & Conditions is not acceptable to you, you should discontinue using the Service. However, if you continue to use the Service you shall be deemed to have agreed to accept and abide by the modified Terms & Conditions of Use of this Site.

## **Governing Law and Jurisdiction**

This User Agreement shall be construed in accordance with the applicable laws of India. The Courts at Maharashtra shall have exclusive jurisdiction in any proceedings arising out of this agreement. Any dispute or difference either in interpretation or otherwise, of any terms of this User Agreement between the parties hereto, the same shall be referred to an independent arbitrator who will be appointed by Dadu's and his decision shall be final and binding on the parties hereto. The above arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held in Maharashtra. The High Court of judicature at Pune/Mumbai alone shall have the jurisdiction and the Laws of India shall apply.

## **Reviews, Feedback, Submissions**

All reviews, comments, feedback, postcards, suggestions, ideas, and other submissions disclosed, submitted or offered to the Site on or by this Site or otherwise disclosed, submitted or offered in connection with your use of this Site (collectively, the "Comments") shall be and remain the property of Dadu's. Such disclosure, submission or offer of any Comments shall constitute an assignment to Dadu's. of all worldwide rights, titles and interests in all copyrights and other intellectual properties in the Comments. Thus, Dadu's owns exclusively all such rights, titles and interests and shall not be limited in any way in its use, commercial or otherwise, of any Comments. Dadu's. will be entitled to use, reproduce, disclose, modify, adapt, create derivative works from, publish, display and distribute any Comments you submit for any purpose whatsoever, without restriction and without compensating you in any way. Dadu's. is and shall be under no obligation (1) to maintain any Comments in confidence; (2) to pay you any compensation for any Comments; or (3) to respond to any Comments. You agree that any Comments submitted by you to the Site will not violate this policy or any right of any third party, including copyright, trademark, privacy or other personal or proprietary right(s), and will not cause injury to any person or entity. You further agree that no Comments submitted by you to the Website will be or contain libelous or otherwise unlawful, threatening, abusive or obscene material, or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam". Dadu's. does not regularly review posted Comments, but does reserve the right (but not the obligation) to monitor and edit or remove any Comments submitted to the Site. You grant Dadu's. the right to use the name that you submit in connection with any Comments. You agree not to use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any Comments you submit. You are and shall remain solely responsible for the content of any Comments you make and you agree to indemnify Dadu's. and its affiliates for all claims resulting from any Comments you submit. Dadu's. and its affiliates take no responsibility and assume no liability for any Comments submitted by you or any third party.

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### **Objectionable Material**

You understand that by using this Site or any services provided on the Site, you may encounter Content that may be deemed by some to be offensive, indecent, or objectionable, which Content may or may not be identified as such. You agree to use the Site and any service at your sole risk and that to the fullest extent permitted under applicable law, Dadu's. and its affiliates shall have no liability to you for Content that may be deemed offensive, indecent, or objectionable to you.

### **Indemnity**

You agree to defend, indemnify and hold harmless Dadu's, its employees, directors, officers, agents and their successors and assigns from and against any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon your actions or inactions, which may result in any loss or liability to Dadu's, or any third party including but not limited to breach of any warranties, representations or undertakings or in relation to the non-fulfillment of any of your obligations under this User Agreement or arising out of the your violation of any applicable laws, regulations including but not limited to Intellectual Property Rights, payment of statutory dues and taxes, claim of libel, defamation, violation of rights of privacy or publicity, loss of service by other subscribers and infringement of intellectual property or other rights. This clause shall survive the expiry or termination of this User Agreement.

### **Termination**

This User Agreement is effective unless and until terminated by either you or Dadu's. You may terminate this User Agreement at any time, provided that you discontinue any further use of this Site. Dadu's. may terminate this User Agreement at any time and may do so immediately without notice, and accordingly deny you access to the Site. Such termination will be without any liability to Dadu's. Upon any termination of the User

Agreement by either you or Dadu's. you must promptly destroy all materials downloaded or otherwise obtained from this Site, as well as all copies of such materials, whether made under the User Agreement or otherwise. Dadu's.'s right to any Comments shall survive any termination of this User Agreement. Any such termination of the User Agreement shall not cancel your obligation to pay for the product already ordered from the Website or affect any liability that may have arisen under the User Agreement.