

## TERMS OF USE

**EFFECTIVE DATE: SEPTEMBER 22, 2023**

**LAST UPDATE: SEPTEMBER 22, 2023**

### **1. INTRODUCTION**

- 1.1. This website, i.e. [●] (“**Website**”) is operated by Trateng Greens Private Limited (“**Trateng Greens**” or “**we**” or “**us**” or “**Company**” or “**our/s**”), a company incorporated and existing under the Companies Act, 2013 and having its registered office at C/o Kulkul Rahman, B4A, Bharalu Apartment Swahid Dilip Chakraborty Path, Zoo Road Guwahati Kamrup AS 781005 IN for manufacturing selling hand crafted beauty and personal care products through digital platforms.
- 1.2. These terms of use (“**Terms**”) govern the terms of usage of our Website. These Terms constitute an electronic document published in accordance with the provisions of the Information Technology Act, 2000 (“**Act**”) and the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 (“**Rules**”), as amended from time to time.
- 1.3. These Terms are applicable for the Website.
- 1.4. The headings used in these Terms are for convenience purpose only and will not limit or otherwise affect these Terms.

### **2. GENERAL**

You can determine when these Terms were last revised by referring to the date at the top of these Terms. The Company reserves the right to make any changes to these Terms at its sole discretion, subject to the Act and the Rules and it is your duty to periodically check the Terms for any such updates. By accessing the Website, you agree that you are using the Website solely at your discretion and in no way did the Company induce or invite or solicit you to visit our Website. You should not modify or edit or alter or use any content from the Website in any manner to hamper the position of the Company.

### **3. ELIGIBILITY AND CONSENT**

- 3.1. By accessing the Website, the user(s), or the parent or legal guardian of the user(s) who are Minors (*as defined below*), as the case may be (“**User**” or “**Users**” or “**you**” or “**yours**”), acknowledge that they have read, understood and agree to be bound by these Terms including the additional terms and conditions and policies referred to herein.
- 3.2. These Terms apply to all Users of the Website, including without limitation Users who are browsers, vendors, customers, merchants, and/ or contributors of content.
- 3.3. If the Users are minors, i.e., under the age of 18 (eighteen) years (“**Minors**”), such Minors must use the Website under the supervision of a parent or a legal guardian who agree to be bound by the Terms.
- 3.4. It is clarified that all references to “**he**”, “**his**”, “**him**” and “**himself**”, in the context of the User, shall be deemed to include references to Users of the opposite gender as well as Users who are legal or non-natural entities.

### **4. USE OF WEBSITE**

- 4.1. Subject to your acceptance of these Terms, we grant you a limited, revocable, personal, non-exclusive, non-transferable license to use the Website, which allows you to access and use the Website on mobile, tablets and desktop device (“**Devices**”) that you own or control. You may use the Website on the Devices solely for your own personal and non-commercial use.
- 4.2. **Website:**
- 4.2.1. The Website shall be best viewed on the latest version of Google Chrome, Firefox, Safari, Microsoft Edge and are accessible on the Devices.
- 4.2.2. The Website is best accessed from the following operating systems, (a) Windows XP or above, (b) MAC OS 10.2 or above.
- 4.3. The contents of the Website are best viewed with the latest version of Adobe Flash Player. Our Website is compatible only with the above-mentioned software or programmes. We shall not be obligated, at any point of time, to provide workable service for any Devices that are not recognized by the Company or those instruments that may be purchased from any third-party which are not compatible with the Company’s Website.
- 4.4. Further, we reserve the right to upgrade its Website from time to time to provide its service in the best possible manner.
- 4.5. **Third-Party Links:**
- 4.5.1. The Website may contain links to websites or applications offered by third parties (“**Third-Party Sites**”). We don’t control or promote Third-Party Sites. Your use of any Third-Party Sites is entirely at your own risk and we are not responsible for any of the consequences faced by you for using these Third-Party Sites. We are not responsible for the practices employed by any websites or service linked to or from our Website, including the information or content contained within them. The Company does not make any representations concerning the privacy practices or policies or terms of use of such Third-Party Sites, nor does it control or guarantee the accuracy, integrity, or quality of the information, data, text, software, music, sound, photographs, graphics, videos, promotional advertisements or other materials available on such Third-Party Sites. The inclusion or exclusion does not imply any endorsement by us of the Third-Party Sites, the Third-Party Sites’ provider, or the information on such Third-Party Sites.
- 4.5.2. Our Website may contain third-party content which may have opinions and views from the person. The Company shall not be responsible for such opinions or any claims resulting from them. Such contents from the third-party have been reproduced after taking prior consent from said party and all rights relating to such content will remain with such third-party. Further, you recognize and acknowledge that the ownership of all trademarks, copyright, logos, service marks and other intellectual property owned by any third-party shall continue to vest with such party and you agree and acknowledge that the Company shall not be liable and in no way be held responsible for any claims arising therefrom.
- 4.5.3. You hereby agree that the Company has the right to change, modify, suspend, or discontinue and/or eliminate any aspect(s), features or functionality of the

Website as it deems fit at any time without notice. The Company makes no commitment, express or implied, to maintain or continue any aspect of the Website. You agree that the Company shall not be liable to you or any third-party for any modification, suspension or discontinuance of the Website.

4.6. **Your Cart:**

4.6.1. The User may have to add products in the cart in order to access certain services or purchase products from the Website. With respect to any such purchase, we may collect information such as name, phone number, email id, address, location in order to ship your Purchased Product(s) (“**Purchased Product(s)**”).

4.6.2. The User acknowledges that, if and when, they use the Website, it shall only be for the purpose of placing orders of the products available on our Website.

4.7. **Your Account:**

4.7.1. The User may have to register with us in order to access certain services or areas of the Website. With respect to any such registration, we may refuse to grant you the User-name you request. Your User name and password are for your personal use only.

4.7.2. It shall be the sole responsibility of the User to maintain the confidentiality of their account, password, and to prevent any unauthorized access.

4.7.3. In furtherance to the foregoing, any User who wishes to modify the details of his/her account, if and when applicable, can do so by clicking on the ‘Your Account’ section on the Website.

4.7.4. The User acknowledges that, if and when, they use their account, it shall only be for the purpose of placing orders of the products available on our Website.

**5. MODE OF PAYMENT**

5.1. Payment for the products available on the Website may be made by availing any of the following options (“**Payment Methods**”):

5.1.1. Payments can be made by Credit Card/Debit Card/Net Banking/UPI/Wallets/Gift Cards.

5.1.2. Credit Card, Debit Card, UPI and Net banking payment options are recommended to ensure faster processing of your order.

5.1.3. Cash on delivery option is not available for any products available on the Website.

5.2. The User understands that the User may incur certain fees or charges on such payment methods.

5.3. The Company processes such payments through trusted and secured third party payment gateways to ensure safety of the transaction however, the User acknowledges that the Company uses a third-party transaction partner and hence shall not be held liable for any misuse, error or transaction related issues.

- 5.4. While availing any of the Payment Methods on the Website, we will not be responsible, whatsoever in any respect of any loss or damage arising to you directly or indirectly due to:
- 5.4.1. lack of authorization for any transaction;
  - 5.4.2. any payment issues arising out of the transactions; and/or
  - 5.4.3. decline of transaction for any other reasons.
- 5.5. The User accepts and agrees that the payment facility provided by the Company is neither a banking nor financial service but is merely a facilitator providing an electronic, automated online payment facility.

## **6. TRANSACTIONS**

### **6.1. User Transactions**

- 6.1.1. If you wish to purchase any product made available through the Website (each such purchase, a “**Transaction**”), you may be asked to supply certain information relevant to your Transaction including but not limited to, your payment details (such as your payment card number and expiration date), billing address, and shipping information.
- 6.1.2. By submitting such information, you grant to the Company the right to provide such information to third parties for purposes of facilitating the completion of Transaction initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction.
- 6.1.3. All descriptions, images, references, features, content, specifications, products and prices of products and services described or depicted on the Website is subject to change at any time without notice.
- 6.1.4. Certain weights, measures, and other descriptions are approximate and are provided for convenience purposes only.
- 6.1.5. The inclusion of any products on the Website does not imply or warrant that these products will be available in stock at all times for purchase.
- 6.1.6. It is your responsibility to provide current, complete and accurate purchase and account information for all purchases made on the Website. You agree to promptly update your account and other information, including your email address and credit/debit card numbers and expiration dates.
- 6.1.7. It is your responsibility to ascertain and obey all applicable local, state, federal, and international laws (including minimum age requirements) in regard to the receipt, possession, use, and sale of any product purchased from our Website. By placing an order, you represent that the products ordered will be used only in a lawful manner.
- 6.1.8. We reserve the right, with or without prior notice, to do any one or more of the following:

- i. limit the available quantity of or discontinue any product;
- ii. impose conditions on the honouring of any coupon, coupon code, promotional code, or other similar promotion;
- iii. bar any User from making or completing any or all Transaction(s); and/or
- iv. refuse to provide any User with any product.

6.1.9. You agree to pay all charges that may be incurred by you or on your behalf through the Website, at the price(s) in effect when such charges are incurred including but not limited to all shipping and handling charges, taxes.

6.1.10. We or our agents may call or message regarding your account or Transaction(s). You agree that we may place such calls or messages using an automatic dialling/announcing device. You agree that we may make such calls or messages to a mobile or other similar device. You agree that we may, for training purposes or to evaluate the quality of our service, listen to and record phone conversations you have with us through our customer service facility.

## 6.2. **Limitations on quantity**

6.2.1. The Company does not offer additional discounts on large orders of a single product or multiple products at all times. In addition, we reserve the right to limit quantities on orders placed by the same account, on orders placed by the same method of payment, and on orders that use the same billing or shipping address. We will notify you if such limits are applied. We reserve the right to prohibit purchases of any products to Resellers. “**Resellers**” are defined as a company or an individual that purchases goods with the intention of selling them rather than using them.

6.2.2. Users may reach out to us on a one-on-one basis for further information on bulk orders.

## 6.3. **Availability, Errors & Inaccuracies**

6.3.1. The Company’s acknowledgement of an order means that your order request has been received; it does not mean that your order has been accepted or shipped or that the price or availability of a product has been confirmed. The Company makes a conscientious effort to describe and display its products accurately on the Website. Despite these efforts, a small number of products on the Website may be mispriced, described inaccurately or unavailable, and we may experience delays in updating information on the Website and in our advertising on other sites. As a result, we cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability.

6.3.2. The Company reserves the right to change or update information and to correct errors, inaccuracies or omissions at any time without prior notice. We apologize for any inconvenience. If we determine that there were inaccuracies in our product information, we will cancel your order and notify you of such cancellation via email.

6.3.3. The Company strives to meet the expectation of all its customers; however, the Company does not warrant or guarantee that the taste and quality of our

products, services, information, or other material purchased or obtained by you will meet your expectations and the Company is under no obligation to rectify the errors in its products or services.

- 6.3.4. The Company strives to display as accurately as possible the colours of the products shown on the Website; however, the Company cannot and does not guarantee that your monitor's display of any colour will be accurate.

#### 6.4. **Healthcare Information**

- 6.4.1. The information contained in the products assuring any health benefit is intended for educational purposes only. It is not intended as medical advice for individual conditions or treatment, it is not a substitute for a medical examination, and it does not replace the need for services provided by medical professionals. Talk to your doctor before taking any products. Only your doctor can provide you with advice on what is safe and effective for you.

#### 6.5. **Rules for Promotions**

- 6.5.1. Any sweepstakes, contests, raffles, or other promotions (collectively, "**Promotions**") made available through the Website may be governed by rules that are separate from these Terms. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for any Promotion are in conflict with these Terms, the Promotion's rules will apply.

#### 6.6. **Text Messages**

- 6.6.1. Your carrier's standard message rates will apply to your entry or submission message, the Company's confirmation, and all subsequent text messages. Other charges may apply. All charges are billed by and payable to your mobile service provider.
- 6.6.2. The Company will not be liable for any delays in the receipt of any text messages. Delivery is subject to effective transmission from your network operator.
- 6.6.3. Data obtained from you in connection with this text messaging service may include your mobile phone number, your carrier's name, and the date, time and content of your messages and other information you provide to the Company as part of this service. The Company may use this information to contact you and provide products you request from us. The Company may also use this information as described in the subscription list you've enrolled in. The Company may use an automatic dialling system to deliver text messages to you.

### 7. **RETURN AND EXCHANGE**

- 7.1. Please refer to the "**Return and Exchange Policy**" available on our Website for any concerns with respect to the return or exchange of any products purchased from our Website.

### 8. **CANCELLATION**

Please note that we do not offer a cancellation facility for orders placed on our Website. Once an order is confirmed and processed, it cannot be cancelled or modified. We take pride in our

efficient order fulfilment process, which is designed to get your products to you as quickly as possible. We recommend carefully reviewing your order before finalizing it to ensure accuracy.

## **9. CONTENT**

The Company provides content on its Website which may be produced by us or by third-party. We are in no manner responsible to you for the accuracy, legitimacy and trueness of the information so hosted. We take reasonable care to ensure such accuracy but we are not responsible for the information so furnished. You agree to not hold us liable for the falsification of any such provided information.

## **10. PRICING INFORMATION**

10.1. The Company strives to provide accurate and correct information at all times. However, sometimes errors may occur.

10.2. The Company can only confirm the actual price of the order once the order is placed.

10.3. Notwithstanding Clause 8 (*Cancellation*), we hold the right to cancel your order if the price of the product and/or product information is inaccurately listed due to some technical error. However, this Clause 10.3 would not apply in case the order has already been delivered.

10.4. In the event, where the price of the product and/or product information has been wrongly listed, the Company will first contact you for instructions and only upon your explicit instruction to process the order, will the Company deliver the order. In all other cases such an order shall be deemed to be not received.

10.5. Further, if we cancel the order and the payment for such order has already been made then such amount will be credited back to the source subject to the Return and Exchange Policy of the Company.

10.6. Upon our sole discretion we may cease or discontinue listing a product on our Website. Further, we may also change the price and/or any other information about the product. Any such change may not be notified or intimated to you.

## **11. MISCELLANEOUS**

### **11.1. Risk of loss**

Except as otherwise set forth herein, the risk of loss for and title to products purchased on the Website passes to the purchaser upon delivery by the carrier.

### **11.2. Jurisdictional Issues**

The Website is controlled and operated by the Company from Sikkim, India and is not intended to subject the Company to the laws or jurisdiction of any state, country or territory other than that of India. In choosing to access the Website, you do so on your own initiative and at your own risk, and you are responsible for complying with all local laws, rules and regulations. We may limit the Website availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

## **12. INTELLECTUAL PROPERTY**

Unless otherwise specifically mentioned in these Terms, in addition to the content, all of the content available through the Website (including the right to sue for passing off, design rights, reports, data, databases, tools, code, photographs, pictures, video, interfaces, web-pages, designs, text, graphics, images, information, software (“**Software**”), audio, User content and other media files, their selection and arrangement, materials and all other intellectual property rights) are owned by us or respective third-party or licensed to us by a third-party (“**Our Content**”). You acknowledge and accept that you are expressly prohibited from using Our Content except where we grant you a limited license to use Our Content in connection with the Website. Our name and logo are our trademark/service mark which has been applied for as per the relevant laws. To the extent that there are trademarks, service marks and/or logos from other organisations on our Website, they are the trademarks, service marks and logos of those respective organisations. You are granted no general right or commercial license with respect to our trademarks, service marks, and logos or of the trademarks, service marks or logos of those other organisations.

### **13. DELETING YOUR ACCOUNT**

13.1. We reserve the right to delete your account in case you are found in violation of the Terms.

13.2. We will not be responsible for any losses arising out of such termination of account.

### **14. CONDUCT OF THE USERS**

14.1. You hereby agree, undertake and covenant that, during the use of the Website, you shall not host, display, upload, modify, publish, transmit, update or share any information that:

14.1.1. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, including bodily privacy, insulting or harassing on basis of gender, libellous, hateful or racially or ethnically objectionable, disparaging or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever under the laws of India;

14.1.2. infringes any patent, trademark, copyright or other proprietary rights;

14.1.3. violates any law for the time being in force;

14.1.4. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States, or public order, or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting other nation;

14.1.5. contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource;

14.1.6. is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person; and

14.1.7. provides instructional information about illegal activities such as making or buying illegal weapons or any other objects, violating someone's privacy, or providing or creating computer viruses;

14.1.8. engages in commercial activities without the Company's prior written consent such as engages in contests, sweepstakes, barter, advertising etc.;



14.1.9. interferes with another Users use and enjoyment of the Website;

14.1.10. You may not decompile, reverse engineer, or disassemble the contents of the Website or modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Website or remove any copyright, trademark registration, or other proprietary notices from the contents of the Website.

14.1.11. You will not (a) use the Website for commercial purposes of any kind, or (b) advertise or sell domain names or otherwise (whether or not for profit), or solicit others (including, without limitation, solicitations for contributions or donations) or use any public forum for commercial purposes of any kind, or (c) use the Website in any way that is unlawful, or harms the Company or any of their Representatives. *(as defined below)*

## 15. **CONFIDENTIALITY**

As elaborated under the Privacy Policy, the Company will keep all confidential information, which shall include your personal information, and shall not disclose it to anyone except as provided in the Terms and required by law, and shall ensure that such confidential information is protected with security measures and a degree of care that it would apply to its own confidential information. The Company acknowledges that its employees, directors, agents and contractors (“**Representatives**”) shall use the confidential information only for the intended purpose for which it is provided. The Company shall use all reasonable endeavours to ensure that its Representatives acknowledge and comply with the provisions of the terms of confidentiality.

## 16. **PROPRIETARY RIGHTS**

The Website is protected by copyright laws as well as other intellectual property laws as applicable. The Company and its licensors shall retain ownership in and to the Website and to all related intellectual property rights, including without limitation, copyrights, trademarks, trade names, database rights and patents. You are granted only a limited right to use the Website subject to these Terms and no intellectual property rights are or will deemed to be transferred or licensed or assigned to you except as contemplated herein.

## 17. **PRIVACY POLICY**

The Users agree that they have read through the privacy policy (“**Privacy Policy**”) that is provided on the Website and have understood and agreed to the terms incorporated therein. The Users consent to the use of their personal and non-personal information by the Company in accordance with the terms of as set forth in the Privacy Policy.

## 18. **INDEMNIFICATION**

You agree to indemnify and hold harmless the Company, its owners, licensors, suppliers, affiliates, subsidiaries, group companies (as applicable) and their Representatives, from any claims, suits, proceedings, disputes, demands, liabilities, damages, loss, costs, demand, or actions including reasonable attorneys' fees, made by any third-party or penalty imposed due to or arising out of the User's breach of these Terms, Privacy Policy and other policies, or the User's violation of any law, rules or regulations or the rights (including infringement of any intellectual property rights) of a third-party.

## 19. **FEEDBACK AND SURVEYS**

Any feedback you provide on the Website regarding the listed products, through any surveys undertaken by us shall be deemed to be non-confidential. The Website shall be free to use such non-confidential information on an unrestricted basis. Further, by submitting your feedback and survey data, you represent and warrant that (i) your feedback and survey data does not contain confidential or proprietary information of you or of third parties; (ii) the Company is not under any obligation of confidentiality, express or implied, with respect to the feedback and survey data; and (iii) you are not entitled to any compensation or reimbursement of any kind from the Company for the feedback or survey data under any circumstances, unless specified.

## **20. ASSIGNMENT**

The Company reserves the right, at its own discretion, to freely assign and transfer the rights and obligations under these Terms to any third-party.

## **21. TERMINATION**

21.1. These Terms are effective unless and until terminated by either you or the Company.

21.2. You may terminate the Terms at any time, provided that you discontinue any further use of the Website. The Company may terminate the Terms at any time and may do so without any prior notice.

## **22. DISCLAIMER OF WARRANTIES**

The service and all information, content, materials on or otherwise made available to the User through the Website is provided by the Company on an "as is," "as available" basis, without representations or warranties of any kind. The Company makes no representations or warranties of any kind, express or implied, as to the operation of the service, the accuracy or completeness of the contents and the accuracy of the information. The Company shall have no responsibility for any damage to your devices or loss of data that results from the download of any content, materials, document or information. The User expressly agrees that the use of the service is at the User's sole risk. The Company will not be liable for any damages of any kind arising from the use of the Website or the contents including, without limitation, direct, indirect, punitive, and consequential damages, unless otherwise specified in writing. To the full extent permitted by law, the Company disclaims any and all representations and warranties with respect to the Website and its contents, whether express or implied, including, without limitation, warranties of title and fitness for a particular purpose or use.

## **23. LIMITATION OF LIABILITY**

In no event shall the Company, or its representatives be liable for any special, incidental, indirect or consequential damages whatsoever resulting from any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from the user's access to and use of the Website; (iii) any unauthorized access to or use of the secure servers and/or any and all personal and/or business and/or financial information stored therein; (iv) any interruption or cessation of transmission to or from the Website; (v) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through the Website by any third-party; and/or (vi) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the service, whether based on warranty, contract, tort, or any other legal theory, and whether or not the company is advised of the possibility of such damages. Subject to the above and notwithstanding anything to the contrary contained in these terms, the maximum aggregate liability whether in contract, tort (including negligence) or equity of the Company vis-à-vis any employer, regardless of the form of claim, shall be limited to the aggregate of any fees/amount paid by the User to the Company. The foregoing limitations of liability will apply notwithstanding the failure of essential purpose of any limited remedy herein.

## 24. SEVERABILITY AND WAIVER

These Terms, the Privacy Policy and other referenced material herein or on the Website, are the entire agreement between you and the Company with respect to the Website as entailed herein, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and the Company with respect to the service and govern the future relationship. If any provision of the Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

## 25. JURISDICTION

These Terms shall be governed by and interpreted and construed in accordance with the laws of India. The place of jurisdiction shall exclusively be in Sikkim, India. In the event of any dispute arising out of these Terms the same shall be settled by a binding arbitration conducted by a sole arbitrator, appointed jointly by both parties and governed by the Arbitration and Conciliation Act, 1996 and any amendments thereof. The seat and venue of arbitration shall be Sikkim, India and the language used shall be English

## 26. GRIEVANCE REDRESSAL

27.1. Pursuant to the Consumer Protection (Direct Selling) Rules, 2021 and the Consumer Protection (E-Commerce) Rules, 2020 the Company shall acknowledge the User complaint within 48 (forty-eight) hours of receiving such complaint and shall on a best effort basis resolve the User grievance within 1 (one) month of receiving such complaint. However, due to unforeseen circumstances such timelines may extend.

27.2. In accordance with the Information Technology Act, 2000 and Rules made thereunder, the name and contact details of the Grievance Officer are provided below:

**Name:** Rinzing Choden Bhutia

**Address:** Ground Floor, Comfort Inn Building, Gairi Gaon, Tadong, East Sikkim  
737102

**Contact:** 9734766481

**Email ID:** rinzing@agapisikkim.com