

TERMS AND CONDITIONS

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GENERAL TERMS OF USE:

- o Being eligible to use and by using the website/ transacting on the Mobile App or through any other mode of communication/ by making any purchase during the aforesaid tenure, User hereby agree to be bound by this Terms of Use;
- o User is hereby authorized to use the website for lawful purpose and for the purposes as mentioned under the policies of the Propower Labs LLP and Google only, any violation to the policy will lead to strict legal action against the User in terms of the policies and applicable laws;
- o Propower Labs LLP strives to provide best prices possible on products and services to users buying or availing from the Website. However, Propower Labs LLP does not guarantee that the price will be the lowest in the city, region or geography. Prices and availability are subject to change without notice or any consequential liability on the Propower Labs LLP;
- o The prices displayed for each item under the promotion will be for the respective days of promotion only and will not be applicable on any date prior to or after the date of promotion;
- o All offers on Products shall be for limited stocks and are for limited period(s). Propower Labs LLP may at its sole discretion modify, extend, update or withdraw the offers on products without prior notice to the Users. In such events, the revisions, as the case may be, will be updated on the website accordingly;
- o A promo code, once used shall not be refunded in case of cancellation of order either by Customer or Propower Labs LLP;
- o We don't run the promotions that prompt users to initiate a purchase, download, or other commitment without first providing all relevant information and without obtaining the user's explicit consent promotions that represent our services in a way that is not accurate, realistic, and truthful;
- o All products sold on propowerlabs.com through our sellers are genuine. We guarantee the condition of the item you buy when you purchase from sellers on propowerlabs.com. However this guarantee is not applicable for manufacturing defects.
- o In case of Cash back offers extended by banks during the aforesaid period, user will, in addition to this Terms of Use Policy, be governed by the Terms and Conditions of the said bank/card issuer;
- o Propower Labs LLP may, at any time due to various reasons, including but not limited to technical errors, unavailability of stocks or for any other reasons whatsoever, cancel the orders placed by Users. Propower Labs LLP's decision of cancellation of order shall be final and Propower Labs LLP shall not be liable for such cancellation(s) whatsoever;
- o Expected delivery time as mentioned on website may vary than the usual time of delivery;

- o Propower Labs LLP strives to provide accurate products, services and pricing information, typographical and other errors may occur. In the event that a product or service is listed at an incorrect price or with incorrect information due to an error in pricing or product or service information, Propower Labs LLP may, at its discretion, either contact User for instructions or cancel the User's order and will notify the User about such cancellation;
- o Propower Labs LLP shall have right to modify the price of a product or service any time, without any prior information;
- o Cancellation by Propower Labs LLP: There may be certain orders that Propower Labs LLP is unable to accept and must cancel. Propower Labs LLP reserves the right, at its sole discretion, to refuse or cancel any order for any reason whatsoever, without assigning any reason to the User, User accept and undertake that the same is acceptable and he/ she/ it will not contest/ raise any dispute on the same. The situations that may result in cancellation of User's order includes, without limitation, non-availability of the product or quantities ordered by User, non-availability of the service, inaccuracies or errors in pricing information, or problems identified by Propower Labs LLP's credit and fraud avoidance department;
- o Propower Labs LLP may also require additional verifications or information before accepting any order. Propower Labs LLP will contact the User if all or any portion of User's order is cancelled or if additional information is required to accept the User's order. If the order is cancelled after credit card has been charged, the said amount will be reversed back in User's credit card account;
- o Cancellation by the User: In case of requests for order cancellations, Propower Labs LLP, at its sole discretion, reserves the right to accept or reject requests for order cancellations for any reason whatsoever, without assigning any reason to the User. As part of usual business practice, if Propower Labs LLP receives a cancellation notice and the order has not been processed/ approved by Propower Labs LLP, Propower Labs LLP shall cancel the order and refund the entire amount to User within a reasonable period of time;
- o Propower Labs LLP will not be able to cancel orders that have already been processed, it is pertinent to note that the Propower Labs LLP has the full right to decide whether an order has been processed or not. User hereby agree and undertakes that the decision taken by the Propower Labs LLP is acceptable to User and User shall not create any dispute on the decision taken by Propower Labs LLP on cancellation;
- o Propower Labs LLP reserves the right to cancel any orders that classify as 'Bulk Order' as determined by Propower Labs LLP as per certain criteria. Propower Labs LLP Reward Point or Promo Code used for placing the 'Bulk Order' will not be refunded as per this cancellation policy. An order can be classified as 'Bulk Order' if it meets with the below mentioned criteria, which may not be exhaustive, viz:
 1. Products ordered are not for self-consumption but for commercial resale;
 2. Multiple orders placed for same product at the same address;
 3. Bulk quantity of the same product ordered;
 4. Invalid address given in order details;
 5. Any malpractice used to place the order.
- o Propower Labs LLP Reserve the right, at its sole discretion, to change, modify, add or remove portions of this document, at any time without any prior written notice to user;
- o Limitation of Liability: Under no circumstances Propower Labs LLP's liability shall exceed giving the User a replacement of the same product/ alternate product of the same value;
- o These terms and conditions are subject to Indian laws and any dispute shall be subject to jurisdiction of the courts in Mumbai (India) only.

USAGE RESTRICTIONS:

You shall not use the Website for any of the following purposes:

- o Disseminating any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material.
 - o Transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any relevant laws, regulations or code of practice.
 - o Gaining unauthorized access to other computer / network systems.
 - o Interfering with any other person's use or enjoyment of the Website.
 - o Breaching any applicable laws.
 - o Interfering or disrupting networks or websites connected to the Website.
 - o Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.
- You are not permitted to host, display, upload, modify, publish, transmit, update or share any information on the Website that

- o belongs to another person and to which you do not have any right to;
- o is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- o harm minors in any way;
- o infringes any patent, trademark, copyright or other proprietary rights;
- o violates any law for the time being in force;
- o deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- o impersonate another person;
- o contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource including the Website;
- o 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 any other nation.

You are also prohibited from:

- o violating or attempting to violate the integrity or security of the Website or its content;
- o transmitting any information (including job posts, messages and hyperlinks) on or through the Website that is disruptive or competitive to the provision of services by us;
- o intentionally submitting on the Website any incomplete, false or inaccurate information;
- o making any unsolicited communications to other users of the Website;
- o using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Website;
- o attempting to decipher, decompile, disassemble or reverse engineer any part of the Website;
- o copying or duplicating in any manner any of the content on the Website or other information available from the Website;
- o Framing or hotlinking or deeplinking any content on the Website.

QUANTITY RESTRICTIONS:

We reserve the right, at our sole discretion, to limit the quantity of items purchased per person, per household or per order. These restrictions may be applicable to orders placed by the same account, the same credit / debit card, and also to orders that use the same billing and/or shipping address. We will provide notification to the customer should such limits be applied. We also reserve the right, at our sole discretion, to prohibit sales to any one as we may deem fit.

PRICING INFORMATION:

While we strive to provide accurate product and pricing information, pricing or typographical errors may occur. We cannot confirm the price of a product until after you order. In the event that a product is listed at an incorrect price or with incorrect information due to an error in pricing or product information, we shall have the right, at our sole discretion, to refuse or cancel any orders placed for that product, unless the product has already been dispatched. In the event that an item is mis-priced, we may, at our sole discretion, either contact you for instructions or cancel your order and notify you of such cancellation. Unless the product ordered by you has been dispatched, your offer will not be deemed accepted and we will have the right to modify the price of the product and contact you for further instructions using the e-mail address or the contact number provided by you during the time of registration, or cancel the order and notify you of such cancellation. In the event we accept your order the same shall be debited to your credit / debit card account and duly notified to you by email or the contact number, as the case may be, that the payment has been processed. The payment may be processed prior to dispatch of the product that you have ordered. If we have to cancel the order after we have processed the payment, the said amount will be reversed back to your credit / debit card account. We strive to provide you with best value, however prices and availability are subject to change without notice. Our promotional offers/discounts are not sitewide and are limited to selected categories. Coupon codes may not be applicable on categories like diapers, baby food etc. or such other product or service as may be determined by us in our sole discretion.

INDEMNITY:

We disclaim all warranties or conditions, whether expressed or implied, (including without limitation implied, warranties or conditions of information and context). We shall not be liable to any person for any loss or damage which may arise from the use of any of the information contained in any of the materials on this Website. This User Agreement and any contractual obligation between us and you will be governed by the laws of India, subject to the exclusive jurisdiction of Courts in Mumbai. All disputes will be subject to arbitration in Mumbai in English by a single arbitrator appointed by us under the Arbitration and Conciliation Act, 1996. Each party to arbitration shall bear its own cost. You agree to defend, indemnify and hold harmless Propower Labs LLP, 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 Propower Labs LLP 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 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.

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Use of the Website is available only to persons who can form legally binding contracts under applicable law. 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 Website. We reserve the right to terminate your membership and refuse to provide you with access to the Website at our sole discretion. The Website is not available to persons whose membership has been suspended or terminated by us for any reason whatsoever. If you are registering as a business entity, you represent that you have the authority to bind the entity to this User Agreement. We make no representation that any products or services referred to in the materials on this Website are appropriate for use, or available outside India. Those who choose to access this Website from outside India are responsible for compliance with local laws if and to the extent local laws are applicable. We will deliver the products only within India and will not be liable for any claims relating to any products ordered from outside India. Some Indian states prohibit direct sale of merchandise from other states and require special documentation to effect such a sale without dual taxation, if we receives an order from such states or to be delivered to such states under such circumstances we retain the right to accept or reject the order at our sole discretion. Those who choose to access this Website from Indian states which restrict such use are responsible for compliance with local laws if and to the extent local state laws are applicable. We will deliver the products only within states having open import policy and will not be liable for any claims relating to any products ordered from restricted states. Except where additional terms and conditions are provided which are product specific, these terms and conditions supersede all previous representations, understandings, or agreements and shall prevail notwithstanding any variance with any other terms of any order submitted.

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IF YOU DO NOT AGREE, PLEASE DO NOT USE OR ACCESS THE WEBSITE.

All the information provided to us by you, including sensitive personal information, is voluntary. You have the right to withdraw your consent at any time, in accordance with the terms of this User Agreement, but please note that withdrawal of consent will not be retroactive. You can access, modify, correct and eliminate the data about you which has been collected pursuant to your decision to become a user of the Website. If you update any information relating to you, we may keep a copy of the information which you originally provided to us in its archives. Due to the communications standards on the Internet, when you visit the Website, we automatically receive the URL of the site from which you came and the site to which you are going when you leave. We also receive the Internet Protocol (IP) address of your computer (or the proxy server you used to access the World Wide Web), your computer operating system and type of web browser you are using, email patterns, as well as the name of your internet service provider (ISP). This information is used to analyze overall trends to help us improve our service. The Website uses temporary cookies to store certain data (that is not sensitive personal data or information) that is used by us and our service providers for the technical administration of the Website, research and development, and for administration. In the course of serving advertisements or optimizing services to you, we may allow authorized third parties to place or recognize a unique cookie on your browser. We do not store personally identifiable information in the cookies. We may keep records of telephone calls received and made for making inquiries, orders or other purposes for the purpose of administration of services, research and development, quality management services and for proper administration. We allow other companies, to serve advertisements to you. These companies include third party ad servers, ad agencies, ad technology vendors and research firms. We may "target" some ads to you that fit a certain general profile. We do NOT use personally identifiable information to target ads. We assume no responsibility, and shall not be liable for, any damages to, or viruses that may infect your equipment on account of you access to, use of, or browsing the Website or the downloading of any material, data, text, images, video content, or audio content from the Website. If you are dissatisfied with the Website, your sole remedy is to discontinue using the Website. This privacy policy applies to websites and services that are operated and managed by us. We do not exercise control over the sites displayed as search results or links from within its services. These other sites may place their own cookies or other files on your computer, collect data or solicit personal information from you, for which we are not responsible or liable. Accordingly, we do not make any representations concerning the privacy practices or policies of such third parties or terms of use of such websites, nor do we guarantee the accuracy, integrity, or quality of the information, data, text, software, sound, photographs, graphics, videos, messages or other materials available on such websites. The inclusion or exclusion does not imply any endorsement by us of the website, the website's provider, or the information on the website. We encourage you to read the privacy policies of that website. The Website may enable you to communicate with other users or to post information to be accessed by others, whereupon other users may collect such data. We hereby expressly disclaim any liability for any misuse of such information that is made available by visitors in such a manner. We value the privacy of information pertaining to our associates. The linkage between your IP address and your personally identifiable information is not shared with third-parties without your permission or except when required by law. Notwithstanding the above, we may share some of the aggregate findings and details with advertisers, sponsors, investors, strategic partners, and others in order to help grow our business without obtaining any approval from you. We will enable you to communicate your privacy concerns to us and that we will respond to them appropriately. We do not disclose any personal information to advertisers and for other marketing and promotional purposes that could be used to personally identify you, such as your password, credit card number and bank account number.

REFUSAL OF SERVICE:

We reserve the right to refuse service to anyone at any time. We reserve the right, in our sole discretion, to suspend or cancel the service at any time if a computer virus, bug, or other technical problem corrupts the security, or proper administration of the service.

PROMOTIONAL COMMUNICATIONS:

"We may also send you other information about us, the Site, our other websites, our products, sales promotions, our newsletters, SMS updates, anything relating to other companies in our group or our business partners. If you would prefer not to receive any of this additional information as detailed in this paragraph (or any part of it) please click the "unsubscribe" link in any email that we send to you or register as a Do Not Disturb user. Within 7 working days (days which are neither (i) a Saturday or Sunday, nor (ii) a public holiday anywhere in India) of receipt of your instruction we will cease to send you information as requested. In case of any clarity you can contact our Customer support service".

FINANCIAL DETAILS:

You agree, understand and confirm that the credit / debit card details or other financial details provided by you for availing of services on the Website will be correct and accurate and you shall not use the credit /debit card or financial facility which is not lawfully owned / obtained by you. You also understand that any financial information submitted by you is directly received by our acquiring bank and not taken by us. We will not be liable for any credit / debit card fraud. The liability for use of a card fraudulently will be on you and the onus to 'prove otherwise' shall be exclusively on you. We and our associated acquiring bank or financial institutions reserve the right to recover the cost of goods, collection charges and lawyers fees from persons using the Website fraudulently. We and our associated acquiring banks or financial institutions reserve the right to initiate legal proceedings against such persons for fraudulent use of the Website and any other unlawful acts or acts or omissions in breach of these terms and conditions in accordance with applicable laws.

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When you visit the Website or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on the Website. 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. When you submit your phone number along with your shipping address or to request our call back, you consent to receive calls on that number for communication related to your order/request and other site related communication.

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TERMINATION:

This User Agreement is effective unless and until terminated by either you or us. You may terminate this User Agreement at any

time by informing us in writing through Indian postal system by registered post, that you no longer wish to be associated with this Website, provided that you discontinue any further use of this Website. We may terminate this User Agreement at any time and may do so immediately without notice, and accordingly deny you access to the Website. Such termination will be without any liability to Propower Labs LLP. Upon any termination of the User Agreement by either you or us, you must promptly destroy all materials downloaded or otherwise obtained from this Website, as well as all copies of such materials, whether made under the User Agreement or otherwise. Our 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.

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The Website is provided without any warranties or guarantees and in an "As Is" condition. You must bear the risks associated with the use of the Website. The Website provides content from other Internet websites or resources and while we try to ensure that material included on the Website is correct, reputable and of high quality, we shall not be held liable or responsible if this is not the case. We will not be responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems you may experience with the Website. This disclaimer does not apply to any product warranty offered by the manufacturer of the product as specified in the product specifications. This disclaimer constitutes an essential part of this User Agreement. To the fullest extent permitted under applicable law, we or our suppliers shall not be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses arising out of or in connection with the Website, its services or this User Agreement. Without prejudice to the generality of the section above, our total liability to you for all liabilities arising out of this User Agreement be it in tort or contract is limited to the amount charged to you, against the value of the products ordered by you. Propower Labs LLP, its associates and technology partners make no representations or warranties about the accuracy, reliability, completeness and/or timeliness of any content, information, software, text, graphics, links or communications provided on or through the use of the Website or that the operation of the Website will be error free and/or uninterrupted. We assume no liability whatsoever for any monetary or other damage suffered by you on account of the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Website; and/or any interruption or errors in the operation of the Website.

WEBSITE SECURITY:

You are prohibited from violating or attempting to violate the security of the Website, including, without limitation:

- o Accessing data not intended for you or logging onto a server or an account which you are not authorized to access;
- o Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- o Attempting to interfere with service to any other user, host or network, including, without limitation, via means of submitting a virus to the Website, overloading, 'flooding,' 'spamming', 'mail bombing' or 'crashing';
- o Sending unsolicited email, including promotions and/or advertising of products or services; or
- o Forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting. Violations of system or network security may result in civil or criminal liability. We will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Website or any activity being conducted on this Website. You agree, further, not to 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 engine and search agents available from Propower Labs LLP call us on +91-8805666688 on this Website and other than generally available third party web browsers (e.g., Google Chrome, Firefox, Microsoft Internet Explorer).
- o "We have in place appropriate technical and security measures to prevent unauthorized or unlawful access to or accidental loss of or destruction or damage to your information. When we collect data through the Site, we collect your personal details on a secured server through firewalls. The Company does not access, store or keep debit card data or credit card data and or any financial information. All transactions done using Secure Server Software (SSL) for 128 bit encryption through third party gateways and Propower Labs LLP plays no role in the transaction, except for directing the customers to gateways or relevant webpage(s). Accordingly, Propower Labs LLP shall not be responsible or liable for any loss or damage due to any disclosure whatsoever of Personal Information while using the third party gateways and or website. Propower Labs LLP shall not be liable for any loss or damage sustained by reason of any disclosure (inadvertent or otherwise) of any Personal Information concerning the User's account and / or information relating to or regarding online transactions using credit cards / debit cards /cash cards/net banking and / or their verification process and particulars nor for any error, omission or inaccuracy with respect to any information so disclosed and used. We maintain physical, electronic and procedural safeguards in connection with the collection, storage and disclosure of your information. To protect your privacy and security, we will verify your identity before granting access or making changes to your Personal Information. If you have registered your profile on the Website, your ID and Password are required in order to access your Account. You are responsible for protecting against unauthorized access to your password and to your computer."

ENTIRE AGREEMENT:

If any part of this User Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed to be superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the User Agreement shall continue in effect. Unless otherwise specified herein, this User Agreement constitutes the entire agreement between you and us with respect to the Websites/services and it supersedes all prior or contemporaneous

communications and proposals, whether electronic, oral or written, between you and us with respect to the Websites/services. Our failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches.

CONTACT INFORMATION:

If any User has any grievance, comment, question or suggestion regarding any of our Product/Services, please contact our Grievance Officer , who will redress the grievances of the Users expeditiously but within one month from the date of receipt of grievance, and who can be reached by:

- o Sending a letter marked to the attention to concerned person, Propower Labs LLP, 2nd floor Block No. 204, Building Nitin Venkatesh, Baner, Pune-45 ; or
- o Sending an email to info@Propowerlabs.com

HEALTH RELATED INFORMATION:

Health Related Information. The information contained in the Web Site is provided for informational purposes only and is not meant to substitute for the advice provided by your doctor or other health care professional. You should not use the information available on or through the Web Site (including, but not limited to, information that may be provided on the Web Site by healthcare or nutrition professionals employed by or contracting with Propower Labs LLP) for diagnosing or treating a health problems or diseases, or prescribing any medication. Information and statements regarding dietary supplements have not been evaluated by the Food and Drug Administration and are not intended to diagnose, treat, cure, or prevent any disease. You should read carefully all product packaging prior to use. The results from the products may vary from person to person. No individual result should be seen as typical.