

TERMS & CONDITIONS

CUSTOMER INFORMATION AND TERMS AND CONDITIONS FOR INDIA

1. The Bindi website

Customers accessing the website www.bindiindia.com (hereafter referred to as the "Website") from, or with shipping addresses in, India are subject to the following terms and conditions (General Terms and Conditions). This customer information and these General Terms and Conditions shall apply to your use of, and all orders for the sale of goods placed through, the Website. The General Terms and Conditions apply equally to those goods ordered using the Website by direct order or through an account which you may establish through the Website. By placing an order with Bindi LLP ("Bindi"), you confirm that you have read, understood and accepted these General Terms and Conditions and the Bindi Privacy Policy and Statement at <https://www.bindiindia.com/privacy-policy>. If you object to any of these General Terms and Conditions or those of our Privacy Policy and Statement, please discontinue using the Website and refrain from placing an order (as applicable).

Bindi reserves the right to make changes to these General Terms and Conditions. The goods and prices on the Website are also subject to change. Customers should revisit this area of the Website immediately before placing an order. Any changes will only be effective once they are published on this Website.

This Website is not intended for use by children, especially those under 12 years of age. If you are under 18 years of age, you must obtain the consent of your parent or legal guardian before disclosing any personal information or making any purchases from this Website.

2. Owners of this website and parties to any purchase agreement

This Website is owned and operated by Bindi LLP with its registered office at 108 Vraj Garden, Shela Road, Bopal, Ahmedabad, Gujarat-380058.

If you have any complaints or wish to assert any of your rights in relation to goods purchased on this Website, please contact: Bindi LLP by emailing at info@bindiindia.com.

3. Use of the Website

You agree to use the Website solely for those purposes permitted by these General Terms and Conditions. You are responsible for all equipment and software used to access the Website.

You must not:

- use the Website directly or indirectly for any activity that breaches any laws, infringes on a third party's rights, is unlawful or breaches these General Terms and Conditions;
- use the Website directly or indirectly to unlawfully post or transmit any information or material that is obscene, indecent, contains offensive language, defames, abuses, harasses, stalks, threatens, menaces, offends, or restricts any person, or which prevents any other user from using or enjoying the Website;
- use the Website directly or indirectly, or use any service provided on the Website, to conduct surveys, contests, pyramid schemes, or send chain letters, junk email or any other duplicative or unsolicited messages (for commercial use or otherwise);
- attempt to gain unauthorised access to the Website or use another person's name or registration account and/or password;
- create a false identity for the purpose of misleading others about the identity of the sender or about the origin of a message;
- tamper with, hinder the operation of or make unauthorised modifications to the Website;
- knowingly transmit any virus or any other disabling feature to the Website;
- advertise or offer to sell or buy any goods or services on the Website; or
- Collect information about others, including email addresses, without their consent.

The Website may contain links to external websites. These websites are not part of the Website and, unless otherwise indicated, are not under Bindi's control. Bindi has no responsibility for the contents of any linked websites. Access to these sites is at your own risk.

Bindi may monitor, review, retain and/or disclose any information on the Website as necessary to satisfy any applicable law, regulation, legal process or governmental request.

4. Electronic communications

When you visit this Website, order any goods from this Website or send emails to Bindi, you are communicating with us electronically. Visits to, orders from or emails sent to the Website are considered electronic communications.

Unless Bindi is otherwise advised by you, the user, registering your contact details automatically gives your consent to being contacted directly by us by phone or email (or by other electronic messaging means) in accordance with our Privacy Policy <https://www.bindiindia.com/privacy-policy>.

Please be aware that your information (including your contact information) is required to enable us to complete your purchase of Bindi goods. By registering with Bindi, or by placing an order using this Website, you are expressly consenting to such use of your data. Neither registration nor orders can be completed without this consent.

If you object, those parts of the Website that do not require registration will be available for your use. If you decide to register at a later date, you may view and modify your data anytime by selecting Profile from the website menu. Please see our Privacy Policy <https://www.bindiindia.com/privacy-policy> for further information about our privacy practices.

5. Copyright and trademarks

Copyright in the Website and the contents included on the Website belong to Bindi or its licensors.

You are provided access to the Website only for your personal use and to purchase goods offered for sale on the Website. Without the permission of Bindi, and subject to applicable laws, **you must not:**

- store, distribute, perform, communicate to the public, adapt or create derivative works from any part of the Website; or
- Commercialise any information or services obtained from the Website.

The trademarks used on the Website (if any) are the trademarks of Bindi or of a third party.

Nothing on the Website should be construed as granting any license to use any trademark without the permission of the owner.

You must not use any Bindi trademarks:

- as, or as part of, your trademark;
- in connection with goods or services that do not belong to Bindi;
- in a manner that may be confusing, misleading or deceptive; or
- in a manner that disparages Bindi, its goods, services or its Website.

6. Disclaimer and limitation of liability

To the extent permitted by law, all implied warranties and conditions, representations about the Website, your accessibility to and use of the Website and any goods available for purchase from the Website are excluded from these General Terms and Conditions. Where you consider that an item purchased through this Website does not meet your expectations, in addition to any rights you have under applicable law, you may also exercise your rights under Bindi's return policy, which is provided in section 10.6 below.

Bindi will provide all content and other services on the Website in good faith and will use reasonable endeavours to ensure that the information on the Website is accurate and current at the date of publication. However, to the extent permitted by law, Bindi is not liable for any inaccuracies, errors or omissions in the content on the Website.

Where the statutory protections under Indian consumer protection law apply to the supply of goods or services by Bindi, then to the extent permitted by law, Bindi's liability for breach of such statutory protections is limited to, at its discretion,:

- in the case of services, the supply of the relevant services again or the payment of the cost of having the services supplied again; and
- in the case of goods, the repair or replacement of the goods or the supply of equivalent goods, or the payment of the cost of repairing or replacing the goods or acquiring equivalent goods, provided that if repair or replacement is impossible or disproportionate with other remedies, or Bindi is unable to repair or replace the goods within a reasonable time without significant inconvenience to you, Bindi shall reduce the purchase price by

an appropriate amount or refund the purchase price (which may be reduced to take into account the use that you have had of the goods).

To the extent permitted by law and, except as provided for by these General Terms and Conditions, Bindi (and its officers, employees, agents or related corporate bodies) will not be liable for any losses, damage, costs or expenses suffered by you or claims made against you in connection with:

- your use of the Website;
- any lack of availability, interruptions, delays in operation, viruses, internet access difficulties or equipment malfunctions in relation to the Website;
- any failure to provide the Website;
- any goods supplied, offered or advertised on the Website; or
- your purchase of any goods or services offered by Bindi for sale on this Website,

except for any loss, damage, cost or expense which is due to the negligence or wilful misconduct of Bindi, or a breach of applicable statutory consumer protection laws by Bindi, or which otherwise cannot be excluded by law.

7. Indemnity

To the extent permitted by law, you hold Bindi and its affiliates, employees, agents, representatives and its third party service providers harmless from any and all claims made against and liabilities of Bindi that arise from a breach of these General Terms and Conditions by you.

8. Termination

Bindi may suspend, terminate or limit your access to the Website, effective immediately, if, in its reasonable opinion, these General Terms and Conditions have been breached by you.

Bindi may, at any time, suspend, limit or terminate any service provided on the Website or all access and use of the Website.

9. Cookies

Cookies are a standard for storing small pieces of data on your computer. Any web server (including this one) may store one or more cookies in your browser or request your browser to transmit the data to the web server.

Bindi may use cookies to control the display of advertisements, to track usage patterns on the site, to deliver editorial content, to record registration, and to personalise information. For example, if you register on any part of the Website, you can opt to save your user name and password on your computer. Bindi can provide this function by placing a cookie on your computer. Its cookies may contain personal information and may be shared with related corporate bodies. If you don't want cookies, your web browser likely includes an option that allows you to disable them. However, if you set your browser to refuse cookies, some portions of the Website may not function properly. While your individual information is protected as outlined in these Terms and Conditions and our Privacy Policy and Statement, Bindi reserves the right to use aggregated, anonymous data about its users as a group for any business purposes.

10. Your purchase agreement

This section applies to any order made through the Website (either through a direct order or through the establishment of an account).

10.1 The purchase agreement

Any orders made through the Website (either through a direct order or through the establishment of an account) constitute a binding agreement to conclude a purchase agreement with Bindi. A binding purchase agreement only comes into existence when Bindi accepts your order by dispatching the goods ordered by you to an in-house and/or an affiliate delivery service agency. Bindi will notify you when goods are dispatched by sending you an email and/or an alternative communication as feasible to Bindi. The General Terms and Conditions apply to, and are incorporated into, any purchase agreement for goods purchased on the Website. You will be charged the prices and fees displayed on the Website at the time that your order is submitted. The price of an item cannot be confirmed until an order is submitted. Your credit card will not be charged and your Unified Payment Interface (UPI) payment will not be processed until after Bindi accepts your order, as explained in Section 10.4 below.

10.2 Reservation of performance in case of goods being unavailable

Bindi does not warrant and cannot guarantee that goods ordered will be available at all times. Also, if the goods ordered are no longer able to be supplied to you within thirty days of your order being accepted, Bindi can withdraw from, and terminate, any purchase agreement entered into with you for those goods. If Bindi withdraws from and terminates a purchase agreement, then Bindi will immediately inform you by email or any other communication mode and will immediately refund any fees or charges already paid by you for the goods.

Bindi reserves the right to limit the number of products (or the number of a particular SKU) that may be sold to a customer.

Bindi reserves the right to reject orders from customers if there is reasonable belief that customer is in violation of these Terms and Conditions, or if customer is engaging in fraudulent or other criminal activities.

10.3 Price and additional costs

The total amount for any goods ordered must be made as a single payment. The total amount of your order, including all taxes and costs such as packaging and delivery, will be displayed during the checkout process when you submit your order.

10.4 Terms of payment

The purchase price for all goods ordered is due and payable when Bindi notifies you that your order has been accepted. Payment may only be made by credit card, or UPI. Bindi will only process the transaction once you have been notified of your accepted order.

You may not make any set-off claims against our claim for payment unless the amount set-off is not disputed by Bindi or has been the subject of a final and binding judgment against the company.

An invoice will also be sent with your package.

Under this agreement, the payment processing services for goods and/or services purchased on this website are provided by Name and Tax Details of payment processing with its place of business at Bindi LLP Registered place of business 108 Vraj Garden, Shela Road, Bopal, Ahmedabad, Gujarat-380058 India, on behalf of Bindi LLP or, depending on the type of payment method used for the purchase of the goods and/or services, another payment processing service.

10.4a Security of payment methods

Your payment is handled by 'Easebuzz' with secure encryption and under strict banking standards. For more information on the security standards that 'Easebuzz' holds, please refer to <https://www.Easebuzz.com>. There may be extra charge for card payments.

10.5 Delivery and reservation of title

Orders will be delivered to the delivery address stated in your order. Deliveries are made by the delivery service appointed by Bindi. You will be advised of the contact details of the delivery service when your order is accepted.

Bindi makes reasonable efforts to ensure that orders are delivered within the estimated time frame specified on this Website or such other timeframe as notified to you when your order is accepted. However, Bindi makes no guarantees in relation to estimated delivery times.

You agree that the products ordered and sent to you remain Bindi's property until full payment has been received by Bindi. Bindi requires full payment prior to the dispatch of the purchased goods to the delivery service.

All goods purchased from this Website are delivered pursuant to a contract with Bindi's delivery service. This means that the risk of loss and title for the goods passes to you upon the delivery of the goods by Bindi to the delivery service. Bindi is not responsible for the risk of loss of goods during their delivery to you by the delivery service, unless otherwise advised.

10.6 Right to cancel the purchase agreement

Your rights specified in this section 10.6 are in addition to your rights as a consumer under applicable law.

Items purchased from the Website (with the exception of gift cards) may be returned within 15 days after the date of their receipt by you. To take advantage of this return policy you must be either:

- return the items in their original condition by mailing them back to Bindi within 15 days of the date of their receipt by you; or
- notify Bindi by email (_____) (within 15 days of the date goods are received by you of your intent to return your item(s). In this case, items must be sent promptly and in their original condition to:

BINDI LLP

108 Vraj Garden, Shela Road, Bopal, Ahmedabad, Gujarat-380058

ATTN: ONLINE RETURN TEAM

Within 14 days of notifying Bindi of your intent to return items.

If you choose to take advantage of this return policy, Bindi will refund the cost of your order once the items have been received in appropriate condition as per company policy.

You may also return goods in accordance with any rights you may have as a consumer under applicable law.

You can obtain further information and assistance with respect to the return of goods by choosing Customer Service from the website menu.

If you decide to return only part of an order that has been purchased with a discount/offer applied, the amount refunded will be subject to the minimum purchase amount placed on the

offer, the value of the discount will be adjusted accordingly, and only the amount relevant to the returned item will be refunded. If the items returned bring the remaining total below the minimum purchase level of the offer, then the discounted amount will be deducted from the refund amount. For example, a 10% discount (with a minimum purchase amount of INR 5,000) will be deducted from the refund amount if the returned product(s) brings the total order value below INR 5,000. In case of a promotion with staggered prices, always the lowest amount will be refunded.

For items which come in a single box (“normal set”), if you wish to return any of the items within the normal set, you will have to return all the items that were part of the normal set. Bindi will not accept returns of individual items within the normal set and will only accept returns of the entire normal set.

For bundle-promotional sets, where you enjoy a promotion or discount as a result of purchasing one or more items (e.g. buy 3 items and get 10% off each item or where savings for each product are stated), you can return any of the items purchased separately. However, in case you choose to return any items purchased as a bundled set, kindly note that Bindi will adjust the promotional price by charging you the regular price for the remaining items that you purchased as part of the bundle. Accordingly, Bindi will deduct from the amount to be refunded to you (i.e. the discounted price paid for the item(s) in the bundle that you have returned) the difference between the regular price and the discounted price of the remaining items in the bundle that you do not return.

10.7 Grievance Redressal Mechanism

In case of you have any grievance or concerns regarding the products purchased on the Website, you may contact our customer care service at info@bindiindia.com or +91-9824256996, Monday to Friday from 10.30 -14.00 and 15.00- 18.00. Our customer care service will not be available on Saturday, Sunday and public holidays. You may also contact our grievance officer Mamta Agrawal at info@bindiindia.com

The Nodal Officer details are as follows:

Mamta Agrawal

9824256996

10.8 Liability in relation to goods

Bindi's liability under each purchase agreement is limited in accordance with section 6 of these General Terms and Conditions entitled "Disclaimer and limitation of liability", which also applies to any purchases of goods offered on the Website. Please refer to this section.

10.9 Prohibition of assignment

You may only assign, or transfer your rights under any purchase agreements to a third party with Bindi LLP's prior written consent.

10.10 Applicable law

Any purchase agreement shall be governed by the laws of the India and all parties irrevocably submit to the exclusive jurisdiction of the courts of Ahmedabad, India.