



TERMS AND CONDITIONS FOR USE OF EAZYCLIQ

The portal www.eazycliq.com and its corresponding mobile application (collectively, "eazycliq"), is managed and operated by Ebha Commerce ("EC", "we", "us" or "our"). Any natural or legal person who accesses and/or uses eazycliq in any manner ("you" or "your") or uses any current or future service or functionality or offer made available on eazycliq ("Service ") will be subject to these terms and conditions for use of eazycliq (" Terms & Conditions"), as updated from time to time and such terms, guidelines and conditions as may be applicable to such Service (" Service Terms"). If these Terms & Conditions are inconsistent with such Service Terms, the Service Terms will control to the extent of such inconsistency with respect to the applicable Service.

Ebha Commerce ("EC") is the licensed owner of the brand and website eazycliq.com ("Website"). As a visitor to the Website/ Customer you are advised to please read the Term & Conditions carefully. By accessing the services provided by the Website you agree to the terms provided in this Terms & Conditions document. Ebha Commerce ("EC", "We", "Us") provides you its website – www.eazycliq.com ("Website"), (including sub-domains and microsites) and mobile applications - Online Grocery Shopping, features, ("Services") to offer you services, (together "Services") subject to the terms and conditions as set out below ("Terms and Conditions", "T&C") and other policies, including the Privacy Policy and the Pricing, Delivery, Return and Refund Policy, that are incorporated here by reference.

Personal Information & User Registration:

As part of the registration process on the Website, Ebha Commerce 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. You have to register and login for placing orders on the Service and you will be responsible for maintaining the confidentiality of your account and password and for restricting access to your computer to prevent unauthorized access to your account. You have to keep your account and registration details current and correct for communications related to your purchases from the site. By agreeing to the T&C, you agree to communication regarding your purchases, and promotional communication and newsletters upon registration.

Eligibility:

The Services of the Website would be available to only select geographies in India as solely determined by EC. 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 &

Conditions. If your age is below 18 years your parents or legal guardians can transact on behalf of you if they are registered users. You are prohibited from purchasing any material which is for adult consumption and the sale of which to minors is prohibited. EC shall not be held directly or indirectly liable for any damages arising from your or any third party's misuse or violation of the T&C, and any other policies associated with the Services. EC does not implicitly or explicitly endorse or advertise the products and associated brands on the Services. References on our Services to any names, marks, products or services of third parties or hypertext links to third party sites or information are provided solely as a convenience to you and do not in any way constitute or imply to be EC's endorsement, sponsorship or recommendation of the third party, information, product or service. Ebha Commerce reserves the right to suspend, or refuse access to its Services, terminate accounts, remove or edit content at any time without notice to you for any reason such as if you violate the T&C or create harm, risk, or possible legal exposure for us, our users, or others.

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Account & Registration Obligations:

Anyone willing to shop at www.eazycliq.com has to register and login for placing orders on the website. You have to keep your account and registration details current and correct for communications related to your purchases from the website. By agreeing to the terms and conditions, you agree to receive promotional communication and newsletters upon registration. The customer can opt out either by unsubscribing in "My Account" or by contacting the customer service via specified email or phone.

Intellectual Property Rights (IPR):

EC expressly reserves all intellectual property rights in all text, programs, products, processes, technology, content and other materials, which appear on the Services. Access to the Services does not confer and shall not be considered as conferring upon anyone any license under any of EC's or any third party's intellectual property rights.

All trademarks/ brands displayed on the Services are the property of their respective brand owners and displayed on the Services with prior consent by EC with exception from the brands / Intellectual Property Rights (IPR) owned by EC.

You will be allowed to only access the Services for personal use and not to download or modify any portion of it. The Services or any portion of the Services may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without the express written consent of EC.

All reviews, comments, feedback, postcards, suggestions, ideas, and other submissions disclosed, submitted or offered to the Services or otherwise disclosed submitted or offered in connection with the use of the Services (collectively, the "Feedback") shall be and remain the property of EC. Such disclosure, submission or offer of any Feedback on the Services shall constitute an assignment to EC of all worldwide rights, titles and interests in all copyrights and other intellectual properties in the Feedback by you. Ebha Commerce also retain the right to use, reproduce, adapt, publish, translate, publish, and display such Feedback in any media or similar format.

Pricing and Availability:

The prices mentioned for all the products listed on the Website and / or the Mobile App at the time of ordering will be the prices charged on the date of the delivery. All the products listed on the Site will be sold at MRP unless otherwise specified. 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 not additional charges will be collected or refunded as the case may be at the time of the delivery of the order. When you use our Services, you will also be subject to the terms set out in this Pricing, Delivery, Return, and Refund Policy along with the Terms and Conditions, and the Privacy Policy.

We may at our sole discretion also offer products at a reduced price for a limited period on the Services. All prices are inclusive of GST unless stated otherwise.

We list availability information for products sold by us on the Website and / or the Mobile App, including on each product information page. However, there may be circumstances where any of the products you order turns out unavailable. We will inform you by email or SMS at the time of processing your order if any products you order turn out to be unavailable.

Please note that dispatch estimates are just estimates, and actual time taken for delivery of the products may vary.

Cancellation by Site / Customer:

As a customer you can cancel your order anytime up to the cut-off time of the slot for which you have placed an order by calling our customer service or directly from the Orders Page of the website. In such a case we will refund any payments already made by you for the order. If we suspect any fraudulent transaction by any customer or any transaction which defies the terms & conditions of using the website, we at our sole discretion could cancel such orders. We will maintain a negative list of all fraudulent transactions and customers and would deny access to them or cancel any orders placed by them.

Also You understand and agree that the offer for sale of any Product/s by EC at www.eazycliq.com is not an absolute or an unconditional offer. Such offer to sale by Ebha Commerce is subject to repudiation by EC at any time before the delivery of the product to you, without any obligation to assign or provide any reason for such repudiation, and without any consent from you, and without any liability or any obligation towards you.

Return & Refunds:

We have a "no questions asked return and refund policy" which entitles all our members to return the product at the time of delivery if due to some reason they are not satisfied with the quality or freshness of the product. We will take the returned product back with us and issue a credit note for the value of the return products which will be credited to your account on the Site. This can be used to pay your subsequent shopping bills.

Ebha Commerce reserves the right to alter or modify any of the terms and conditions of this Policy without assigning any reason or providing intimation whatsoever. EC's decision on the above would be final and that you shall abide by the same unconditionally.

Terms & Conditions Acceptance:

In case you have availed any benefit related to the product for which the order has been cancelled by you, you agree and authorize EC to recover such benefits from you or set-off the same from any refunds to you.

Return and Refund of Products: Product related complaints for refund or replacement are subject to Refund and Return Policy available at Return Policy.

The return process of a Product may be subject to additional terms depending on the nature and category of the Product. Any such additional terms may be specified on the Website or Mobile App be intimidated by EC at the time of purchase of the Product.

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) any extra cost incurred by EC for redelivery shall be claimed from you.

That you will use the services provided by the website, its affiliates, consultants and contracted companies, for lawful purposes only and comply with all applicable laws and regulations while using and transacting on the website.

You will provide authentic and true information in all instances where such information is requested of you. EC 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), it 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. You authorize Ebha Commerce (& www.eazycliq.com) to contact you for any transactional purposes related to your order/account.

That you are accessing the services available on this website and transacting at your sole risk and are using your best and prudent judgment before entering into any transaction through this website.

That the address at which delivery of the product ordered by you is to be made will be correct and proper in all respects.

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.

Your use of the website should be limited and not for any of the following purposes:

You agree to not use our Services to upload, publish or transmit any content that is illegal, threatening, obscene, defamatory, hateful, harassing, harmful to minors, racially or ethnically offensive or encourages any act contrary to law.

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.

Gaining unauthorized access to other computer systems.

Interfering with any other person's use or enjoyment of the website.

Breaching any applicable laws;

Interfering or disrupting networks or web sites connected to the website.

Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.

Modification of Terms & Conditions of Service:

Ebha Commerce Reserves the rights to 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. As We reserve the right to make changes to our policies, and these T&C at any time. You will be subject to the policies and T&C in force at the time you order goods from us, unless any change to those policies or these conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by you). If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining conditions.

Objectionable Material:

You understand and agree that by using this Site or any services provided on the website, 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, Ebha Commerce or its website www.eazycliq.com and its affiliates shall have no liability to you for Content that may be deemed offensive, indecent, or objectionable to you.

You agree to not use our Services to upload, publish or transmit any content that is illegal, threatening, obscene, defamatory, hateful, harassing, harmful to minors, racially or ethnically offensive or encourages any act contrary to law.

Indemnity:

You shall indemnify and hold harmless Ebha Commerce its owner, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees from any claim, demand, or actions including reasonable attorneys' fees made by any third party or penalty imposed due to or arising out of your breach of the UTP, privacy policy and other policies or your violation of any law, rules, regulations or the rights (including infringement of intellectual property rights) of a third party.

Trademark complaint:

Ebha Commerce respects the intellectual property of others. In case you feel that your trademark has been infringed, you can write to Ebha Commerce at eeazycliq23@gmail.com

Copyright complaint:

Ebha Commerce respect the intellectual property of others. In case you feel that your work has been copied in any way that constitutes copyright infringement you can write to Ebha Commerce at eeazycliq23@gmail.com

Trademark, Copyright and Restriction

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Limitation of Liability

IN NO EVENT SHALL Ebha Commerce BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THE UTP, EVEN IF "EC" HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

Applicable Law:

The Terms & Conditions shall be governed, interpreted, and construed in accordance with the laws of India. The place of jurisdiction shall exclusively be Hyderabad, Telangana.

Jurisdictional Issues/Sale in India Only

Unless otherwise specified, the material on the Website is presented solely for the purpose of sale in India. Ebha Commerce makes no representation that the material on the Website is appropriate or available for use in other locations/countries other than India. Those who choose to access the Website from other locations/countries other than India do so on their own initiative and EC is not responsible for supply of products/refund for the products ordered from other locations/countries other than India and compliance with local laws, if and to the extent local laws are applicable.

Termination:

This User Agreement is effective unless and until terminated by either you or Ebha Commerce. You may terminate this User Agreement at any time, provided that you discontinue any further use of this Site. EC 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 EC. Upon any termination of the User Agreement by either you or EC, 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. EC'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.

Contact Us

Please send any comments or questions, including all enquiries not related to trademark and copyright infringement, on the Website to eazycliq23@gmail.com

Support Officer

In accordance with the IT Act, 2000, and the rules there under, the name and contact details of the grievance officer are provided below:

Mr. TVSRA Prasad

Ebha Commerce

Sainikpuri,

Secunderabad, 500056

Telangana, India.

Phone: +91- 9866194552

Email: eazycliq23@gmail.com

Time: Mon – Sat (9:00 – 18:00)