

Fohoway Website - Terms and Conditions

USER AGREEMENT

Welcome to Fohoway India Pvt Ltd., We provides services to you subject to the following terms and conditions. If you access our web site or visit or shop at <https://www.fohowayindia.com/>, you accept these Terms and Conditions of Use, as well as our other terms and conditions on this web site along with our Privacy Policy, please read them carefully. In addition, when you use any current or future Fohoway India Pvt Ltd services on this web site, you also will be subject to the guidelines and conditions applicable to such services. All products /Services and information displayed on <https://www.fohowayindia.com/> constitute "An invitation to offer". Your orders for purchase constitute your offer which shall be subject to the terms and conditions as listed below <https://www.fohowayindia.com/> reserves the right to accept or reject your offer.

APPLICABLE LAW

This site is created and controlled by Fohoway India Pvt Ltd. The laws of India shall apply and courts in New Delhi only shall have jurisdiction in respect of all the terms, conditions, and disclaimers subject to the other policies, terms and conditions. Fohoway India reserves the right to make changes to the web site and the terms, conditions, and disclaimers at any time and without information to the customers/users of the services/web site of Fohoway India Pvt Ltd. Thus, it suggested that you keep yourself up to date with all these policies at all times before using the website or any services or products as provided by us,

For purposes of this Agreement, the following terms have the following meanings:

"Agreement" means the terms and conditions as detailed herein including all schedules, appendices, annexures, privacy policy etc., and will include the references to this agreement as amended, notated, supplemented, varied, or replaced from time to time.

"fohowayindia.com" / " Fohoway India Pvt Ltd." / "web site " means the online shopping platform and the services provided by it owned and operated by Fohoway India Pvt Ltd. Which provides a venue to the users of **fohowayindia.com** to buy the products listed on **fohowayindia.com**.

"Vendor" / "seller" /"affiliates" shall mean the person or any legal entity who offers for sale, sells the products on the **fohowayindia.com**.

"Customer" / "buyer" shall mean the person or any legal entity who makes the offer for sale on **fohowayindia.com** by placing an order for and or purchases any products through the platform of **fohowayindia.com**.

"User" / "you" means and includes any person or an entity or any legal entity using or accessing the services provided on this site. **"Product/Products"** means and includes any goods/merchandise/products/services/offers/display items that are uploaded/showcased /displayed on **fohowayindia.com** and the related description, information, procedure, processes, warranties, delivery schedule, etc.

FOHOWAY INDIA PRIVATE LIMITED

Regd. Office: Premises No. DJ1001, 1002, 1023, 1024, 10th Floor, DLF Tower B, Jasola South West Delhi - 110 025

Phone number: +91-11-41601212 Email ID: info@fohowayindia.com

CIN: U74999DL2019PTC358517

ELECTRONIC COMMUNICATION

When you visit <https://www.fohowayindia.com/> or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on our web site. 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.

COPYRIGHT AND TRADEMARKS

Unless otherwise stated, copyright and all intellectual property rights in all material presented on the site (including but not limited to text, audio, video, or graphical images), trademarks and logos appearing on this site are the property of Fohoway India Pvt Ltd hereinafter referred to as "Fohoway India" its parent, affiliates and associates and are protected under applicable Indian laws. You agree not to use any framing techniques to enclose any trademark or logo or other proprietary information of Fohoway India. Any infringement shall be vigorously defended and pursued to the fullest extent permitted by law.

PERMISSION AND SITE ACCESS

Fohoway India Pvt Ltd. grants you a limited license to access and make personal use of this site and not to download or modify it, or any portion of it, except with express prior written consent of Fohoway India Pvt Ltd. This license does not include any resale or commercial use of this site or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this site or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. This site or any portion of this site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without prior express written consent of Fohoway India. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Fohoway India and its affiliates without express written consent. You may not use any meta tags or any other "hidden text" utilizing Fohoway India's name or trademarks without the express written consent of Fohoway India. Any unauthorized use terminates the permission or license granted by Fohoway India.

CHANGES / PRODUCT DESCRIPTION

Fohoway India. reserves the right to suspend / cancel or discontinue any or all products or service at any time without notice, make modifications and alterations in any or all of the content, products and services contained on this site without prior notice. If a product offered by www.fohowayindia.com are not as described, your sole remedy is to return it to us in unused condition within 7 days of delivery.

USER ACCOUNT

Notwithstanding other legal remedies that may be available to Fohoway India, we may in our sole discretion limit user activity by immediately removing user listing either temporarily or indefinitely or suspend or terminate user membership, and/or refuse to provide user with access

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to the site: If the user is in breach any of the terms and conditions of this agreement and/or the terms and conditions of usage of Fohoway India.

If the user has provided wrong, inaccurate, incomplete, or incorrect information.
If your actions may cause any harm, damage, or loss to the other users or Fohoway India

Illegal and/or unauthorized use of the service, including unauthorized framing of or linking to the Fohoway India. site will be investigated, and appropriate legal action will be taken against that user, including without limitation, civil, criminal, and injunctive redress.

RISK OF LOSS

All items purchased from fohowayindia.com are made pursuant to a shipment/dispatch contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier/courier.

FORCE MAJEURE

Fohoway India shall have no liability to you for any interruption or delay in access to the Site irrespective of the cause.

POLICY UPDATES

We reserve the right to change or update this policy at any time. Such changes shall be effective immediately upon posting to this site. If any of the terms & conditions shall be deemed to be invalid, void or for any reason unenforceable, that term shall be deemed severable and shall not affect validity & enforceability of any remaining term & condition.

ENTIRE AGREEMENT

These Terms of Service constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. The clauses as above shall survive the termination or expiry of this agreement.

GENERAL

The waiver of a breach of any term hereof shall in no way be construed as a waiver of any other term or breach thereof. The person agreeing to these terms & conditions of use represents & warrants that such person is authorized to bind and thus bind his or her principal or employer and has adequate legal capacity to enter into these terms and conditions of use.

RELATIONSHIP WITH CUSTOMER

This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between the customer and Fohoway India. The customer shall not assign, transfer or sublicense any or all of his rights or obligations under this Agreement without express prior written consent of Fohoway India.

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OUR ADDRESS

All communications made to us shall be addressed to the following address, for them to constitute as successful and discharge of obligations under the present policy. Any communication sent to any other address shall not constitute as discharge or be deemed to sent to us.

FOHOWAY INDIA PVT LTD.

Premises No. DJ 1001, 1002, 1023, 1024, 10th Floor, DLF Tower B, Jasola, South West Delhi-110025

DISCLAIMER

This site is provided to you by Fohoway India on "As is" and "As available" basis. Fohoway India does not warrant that this site, its servers, or email sent from fohowayindia.com are free of viruses and other harmful components.

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All products displayed in our catalogues may not be readily available for sale due to product unavailability or for any other reason.

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MISCELLANEOUS

1. Eligibility of Membership:

- Use of the Site is available only to persons who can form legally binding contracts under applicable law. If you are a minor i.e., under the age of 18 years (21 years for the state of Maharashtra) but at least 13 years of age, you may use this Site only under the supervision of a parent or legal guardian who agrees to be bound by these Terms and Conditions. If your age is below that of 18 years your parents or legal guardians can transact on behalf of you if they are registered users.
- Fohoway India reserves the right to terminate your membership and refuse to provide you with access to the Site if Fohoway India discovers that you have not attained the age of majority under the applicable law. The Site is not available to persons whose membership has been suspended or terminated by Fohoway India for any reason whatsoever.
- 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. By using the services of Fohoway India you agree to be bound by the Terms and Conditions.

2. Account & Registration Obligations:

"Your Information" is defined as any information you provide to us in the registration, buying process, in the feedback area or through any email feature. We will protect Your Information in accordance with our Privacy Policy. If you use the Site, you are responsible for maintaining the confidentiality of Your Account and Password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under Your Account or Password. Fohoway India shall not be liable to any person for any loss or damage which may arise as a result of any failure by you to protect your password or account. If you know or suspect that someone else knows your password, you should notify us by contacting us immediately through the address provided below. If Fohoway India has a reason to believe that there is likely to be a breach of security or misuse of Fohoway India Site, we may require you to change your password or we may suspend your account without any liability towards Fohoway India. You also agree to: Provide true, accurate, current and complete information about yourself in Fohoway India's registration form (such information being the "Registration Data") and you Maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, incomplete, or not current or if Fohoway India has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or not in accordance with the User Agreement, Fohoway India has the right to indefinitely suspend or terminate your membership and refuse to provide you with access to the Site.

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3. Pricing Information

- While Fohoway India strives to provide accurate product and pricing information, pricing or typographical errors may occur. Fohoway India 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, Fohoway India 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 mispriced, Fohoway India may, at its 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 Fohoway India will have the right to modify the price of the product and contact you for further instructions using the e-mail address provided by you during the time of registration or cancel the order and notify you of such cancellation. In the event that Fohoway India accepts your order the same shall be debited to your credit card account and duly notified to you by email that the payment has been processed. The payment may be processed prior to Fohoway India 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 card/ debit card account as applicable.
- We strive to provide you with the best prices. However, sometimes a price online does not match the price in a store. In our effort to be the lowest price provider in your particular geographic region, store pricing may sometimes differ from online prices. Prices and availability are subject to change without notice.

4. Cancellation of orders by Fohoway India Private Limited

Please note that there may be certain orders that we are unable to accept and must cancel. We reserve the right, at our sole discretion, to refuse or cancel any order for any reason, with or without communicating the said reasons to you. Some situations that may result in your order being cancelled include limitations on quantities available for purchase, inaccuracies or errors in product or pricing information, or problems identified by our credit and fraud avoidance department. We may also require additional verifications or information before accepting any order. We will contact you if all or any portion of your order is cancelled or if additional information is required to accept your order. If your order is cancelled after your credit card has been charged, the said amount will be reversed back in your Card Account.

5. Credit Card Details:

You agree, understand and confirm that the credit card details provided by you for availing of services of Fohoway India will be correct and accurate and you shall not use the credit card which is not lawfully owned by you, i.e. in a credit card transaction, you must use your own credit card. You further agree and undertake to provide the correct and valid credit card details when making payment on Fohoway India website. Your credit card information never reaches Fohoway India, we just get pass, hold or fail message from our payment gateways. The said information will not be utilized and shared by us or our payment gateways with any of the third parties unless required for fraud verifications or by law, regulation or court order. Fohoway India will not be

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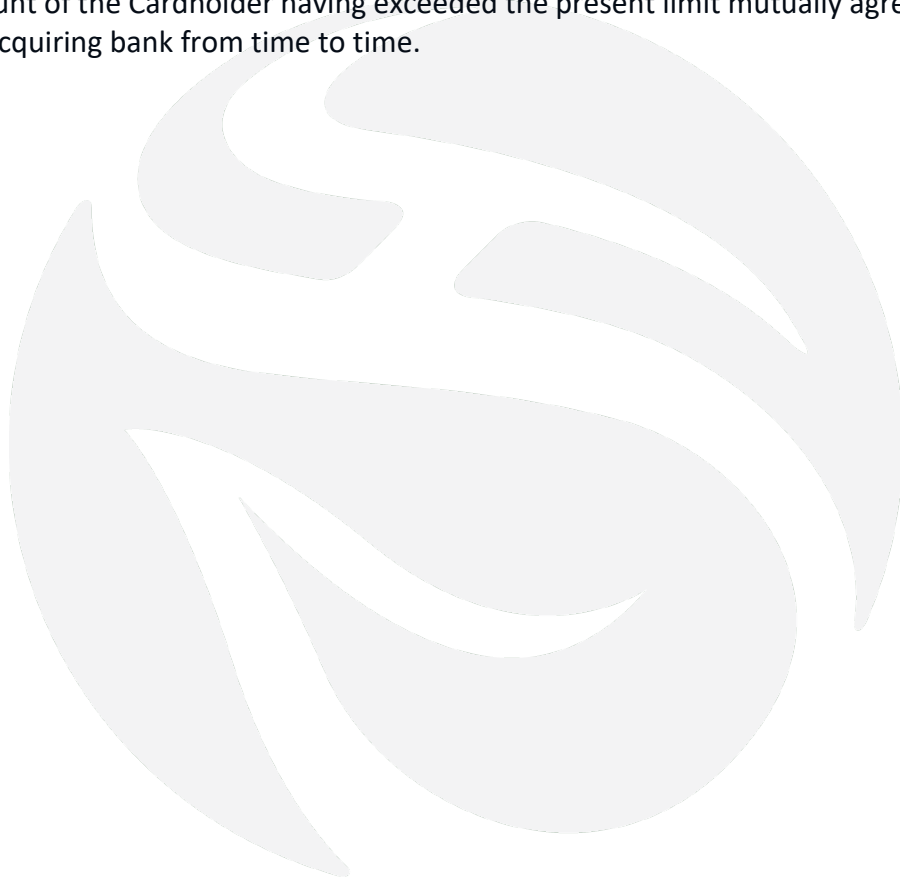
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liable for any credit card fraud. The liability for use of a card fraudulently will be on you and the onus to 'prove otherwise' shall be exclusively on you.

Fraudulent/Declined Transactions:

- Fohoway India reserves its right to recover the cost of goods, collection charges and lawyers' fees from persons using the Site fraudulently. Fohoway India reserves the right to initiate legal proceedings against such persons for fraudulent use of the Site and any other unlawful act or acts or omissions in breach of these terms and conditions.
- We as a merchant shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on Account of the Cardholder having exceeded the present limit mutually agreed by us with our acquiring bank from time to time.



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