

Terms & Conditions

This document is an electronic record in terms of Information Technology Act, 2000 and rules framed there under as applicable and the amended provisions relating to electronic records in various statutes in force as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures. This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of www.wearopium.in website.

USER AGREEMENT

PLEASE READ THIS TERMS OF SERVICE AGREEMENT CAREFULLY. BY USING THIS WEBSITE OR ORDERING PRODUCTS FROM THIS WEBSITE YOU AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

This Terms of Service Agreement (the Agreement) governs your use of this website, www.wearopium.in (OPIUM) offers products for purchase on this Website, or your purchase of products available on this Website. This Agreement includes, and incorporates by this reference, the policies and guidelines referenced below.

OPIUM reserves the right to change or revise the terms and conditions of this Agreement at any time by posting any changes or a revised terms of the agreement on this Website. Any change or revision in this agreement will be reflected with date of change or revision on the top of this agreement. The changed or revised Agreement shall be effective immediately after it is posted on this Website. Your use of the Website or the services available on the website following posting any such changes or of a revised Agreement will constitute your acceptance of any such changes or revisions.

OPIUM encourages you to review these terms of user Agreement whenever you visit the Website to make sure that you understand the terms and conditions governing use of the Website. This Agreement does not alter in any way the terms or conditions of any other written agreement you may have with OPIUM for other products or services. If you do not agree to this Agreement (including any referenced policies or guidelines), please immediately terminate your use of the Website which includes the services available on the same. By

implicitly or expressly accepting these Terms of Use, you also accept and agree to be bound by OPIUM Policies (including but not limited to Privacy Policy) as amended from time to time. If you would like to print this Agreement, please click the print button on your browser toolbar.

IMPORTANT DISCLAIMERS

The following disclaimers are essential for determining any relationship between You and the OPIUM for your use of any services on the website:

- OPIUM, its associates, affiliates and service providers and technology partners make no representations or Warranties about the accuracy, reliability, completeness, and/or timelines 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.
- You understand, agree and acknowledge that OPIUM uses third party services providers to store and process your personal information and other information which you provide to the OPIUM (as more specifically identified in the Privacy Policy) and such third parties may store and process your personal information in a country or state which may not have jurisdiction over You and / or such country or state may not have any data protection or data privacy laws or such country's or state's data protection or data privacy laws may not be as strong as the country or state having jurisdiction over You or over the OPIUM. You agree and understand that OPIUM provides no guarantee, warranty or assurance that such third-party service providers will protect Your personal information and OPIUM shall not be liable for any actions, commission, omission, misconduct, fraud or negligence (whether in contract or tort or under public policy) of these third parties.
- You understand, agree and acknowledge that OPIUM will not be liable for any claim of recovery of damages, payments, repayments or any monetary claims for banking fraud or negligence or damages arising of financial losses, mental agony or harassment or whatsoever kind of action in tort or public policy or otherwise on account of leakage of any of your information including bank details, card details or any other delicate personal information in case the website www.wearopium.in is

hacked by any third party's intervention through local intervention or international threats including through widespread viruses, spams, Trojans, etc. which are circumstances beyond the control of OPIUM and for which no fault can be attributable. OPIUM guarantee no security of personal information in such situation and none of our privacy policy will be applicable in such situation till the time everything in the website is not restored to normal.

You agree that the aforesaid disclaimers shall be in addition to any other disclaimers given in this User Agreement.

MEMBERSHIP ELIGIBILITY

In order to use the service of OPIUM through website you may use guest login or you may create your own OPIUM account to use certain OPIUM Services, and you may be required to be logged in to the account and have a valid payment method associated with it. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your account, and you agree to accept responsibility for all activities that occur under your account or password. To create your OPIUM account, you must be eligible to enter into contract under Indian Contract Act, 1872. "Incompetent persons" under Indian Contract Act, 1872 are not eligible for OPIUM account. Any minor i.e. a person below the age of 16 years can use the website and transact only through its legal guardians or Parent. OPIUM reserves the right to terminate your account / refuse to provide its services if it is discovered the person using the website and making transaction is an "Incompetent person" under Indian Contract Act, 1872 who cannot enter into Contract. Any person who creates account with OPIUM will be called/referred to as Registered User.

YOUR ACCOUNT & REGISTRATION OBLIGATIONS

If you use the Website as a Registered User, you are responsible for maintaining the confidentiality of your User ID and Password. You are responsible for all activities that occur under your User ID and Password. You agree, inter alia, to provide true, accurate, current and complete information about yourself as prompted by Website registration form or provided

by You as a Visitor. If you provide any information that is untrue, inaccurate, not current or incomplete or OPIUM has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with the present terms of use agreement, OPIUM has the right to indefinitely suspend or terminate or block access of your membership with the Website and refuse to provide you with access to the Website and to provide it services.

ELECTRONIC COMMUNICATIONS

When You use the Website or send emails or other data, information or communication to us, you agree and understand that You are communicating with us through electronic records and You consent to receive communications via electronic records from us periodically and as and when required. We may communicate with you by email or by any other mode of communication, electronic or otherwise. You can unsubscribe to any such emails or newsletters when there is an option available to you as per the terms mentioned in the privacy policy.

USE OF PRODUCTS AND SERVICES

The products and services provided by OPIUM on this website are for personal use only. Selling or reselling of products and services obtained through OPIUM website is completely prohibited and OPIUM reserves its right to take appropriate legal action in adverse situation. Please note that we can call our customers and use their email id for calling purposes regarding order and tracking queries and for marketing campaigns.

Our products are non-returnable due to hygiene and personal care nature of the product.

However, in the unlikely event of damaged, defective or different item delivered to you, or regarding the delivery kindly contact us in 24 hrs.

FEES AND SERVICES

Membership on this website is free. OPIUM does not charge for browsing and purchasing the product from this website except for the sale price of the product, applicable taxes as per the laws of India as well as the delivery charges wherever applicable. If you purchase any product from OPIUM then you are obligatory to make its payment of charges as per OPIUM payment policies. If you do not make payment or refuse to make payment of charges after purchasing product or services from OPIUM then OPIUM reserves the right to annul the order or not to deliver the said product or to take measures like issuance of warning, temporarily /indefinitely suspend or terminate Your membership of the Website and refuse to provide You with access to all current and future use of the Website in case of non-payment of fees by You to www.wearopium.in and also reserves the right to take legal action which is permissible in law for recovery of the payments in case of non- payment of charges.

USE OF THE WEBSITE

By using this website You agree, undertake and confirm that your use of the Website shall be strictly governed by the following binding principles:

- You are solely responsible for your information.
- You shall not host, display, upload, modify, publish, transmit, update or share any information or share/list(s) any information or item that: –
- Belongs to some other person to which You do not have any right to.
- Is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, 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; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986.
- Harm minors in any way.
- Violates any law for the time being in force.
- Threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
- Violate any right of the OPIUM or its representatives.

- You will not copy any content of this website, which is the proprietary interest of OPIUM, copying of which may violate Intellectual Property Rights of OPIUM.
- You will not use the details available on the website to mislead any third person.
- You will not write anything about OPIUM on any social networking or post any of its content without the permission of OPIUM.
- You will not engage into infringement of the trademark of OPIUM by adopting or using the mark OPIUM or any mark wherein the mark OPIUM forms one of the essential features.

LIMITATION OF LIABILITY

In no event OPIUM, be liable for any indirect, incidental, special, incidental, consequential, punitive 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 agreement (however arising, including negligence or under torts or under public policy).

INDEMNITY

You shall fully indemnify, keep indemnified, defend and hold harmless OPIUM its owners, licensees, subsidiaries, affiliates, third-parties and their respective shareholders, officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of your breach of this terms of use or any rules and policies contained herein, or your violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party. You also agree to indemnify us for any loss, damages, or costs, including reasonable attorneys' fees, resulting from your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or load on our infrastructure.

DISPUTE RESOLUTIONS

Generally, transactions are conducted smoothly on www.wearopium.in. But in case if any issue arises then at www.wearopium.in , we have a Dispute Resolution process in order to resolve

disputes amicably between Buyers and OPIUM. A 'Dispute' can be defined as a disagreement between a Buyer and OPIUM in connection with a transaction on the Website.

At www.wearopium.in you can register your grievance at customer care no. or you can write to us at support@wearopium.in, OPIUM will make its best possible effort to settle the issue amicably before reaching out to the complainant and try to amicably resolve the matter prior to taking any legal recourse or defending the same.

REPORT AN INTELLECTUAL PROPERTY RIGHT VIOLATION

In the event if You believe Your intellectual property rights have been violated in any manner through the Website, please write to us at support@wearopium.in. We will make our best efforts to safeguard your interest. But, in any case OPIUM will not be liable for violation of your Intellectual Property Right by availability of any third party goods or services which are sold on OPIUM website. Please also note that in the event of any claim of the violation of intellectual OPIUM deems it appropriate.

GOVERNING LAW / JURISDICTIONAL ISSUE

This User Agreement and all the rules and policies contained herein and any of your usage of Website and Your dealings with OPIUM shall be governed and construed in accordance with the laws of India subject to the exclusive jurisdiction of courts at Hyderabad, India.

GRIEVANCE OFFICER

This page is published and shall be construed in accordance with the provisions of Rule 3(11) of the Information Technology (Intermediaries Guidelines) Rules, 2011 ("IT Rules") that requires publishing the name of the Grievance Officer and his/her contact details on the website, such that users or any victim who suffers as a result of a violation of Rule 3 (outlined in our Privacy Policy and Terms of Use) by any other person, can notify their complaints to us.

Further, as per Rule 3(4) of the IT Rules, the Grievance Officer shall acknowledge or respond to Your communication of violation of Rule 3, by any other person, within 36 (thirty-six) hours, and the complaints shall be redressed within 1 (one) month from the date of receipt of the complaint.

Accordingly, the Grievance Officer for the purpose of Your personal delicate information as governed by the Privacy Policy is:

Name: *To be confirmed*

GENERAL

None of the provisions of the User Agreement shall be deemed to constitute a partnership or agency between you and OPIUM and you shall have no authority to bind OPIUM in any manner whatsoever.

If any clause of the Terms of use Agreement shall be deemed invalid, void or for any reason unenforceable, such clause shall be deemed severable and shall not affect the validity and enforceability of the remaining clauses of the User Agreement.

This Agreement sets forth the entire understanding and agreement between You and OPIUM with respect to the subject matter hereof. You cannot assign or otherwise transfer this User Agreement, or any rights granted hereunder to any third party. Hostinger may transfer its rights and obligations (also known as "assign") under this Agreement without Your prior express consent, provided that www.wearopium.in assigns the Agreement on the same terms. We reserve the right, at its sole discretion, to change these Terms and Conditions at any time by posting the changes on the website. Any changes are effective immediately upon posting to the Site. Your continued use of the website thereafter constitutes your agreement to all such changed Terms and Conditions.

Disclaimer: OPIUM products are based on natural and Ayurvedic formulations. Despite the fact that tremendous endeavors are made and safeguards are taken to deliver the items totally alright for human use, it is conceivable that specific fixings may make hypersensitive responses for certain people or unfavorably influence people with prior ailments. Please make yourself aware of the ingredients and usage instructions accompanying each of our products to make sure that they are safe for you to use. It will be your sole responsibility to take proper precaution/ professional medical/ dermatological advice before using any of our personal care products that you may be allergic to. You agree that OPIUM will not be responsible or liable for any product related issues, including without limitation any allergic reactions to you on account of usage of our products. For any buys made through

www.wearopium.in, you will be entitled to the conditions provided in more detail with the product packaging.