

WEBSITE TERMS OF USE

LEGAL COMPLIANCE AND ELECTRONIC RECORD NOTICE

This document constitutes an electronic record within the meaning of the Information Technology Act, 2000 and the rules promulgated thereunder, as applicable, along with the amended provisions pertaining to electronic records in various statutes 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, which require the publication of the rules and regulations, privacy policy, and Terms of Use for access to or usage of the website located at www.ambervedawellness.com.

1. PRELIMINARY DEFINITIONS AND CORPORATE INFORMATION The domain name www.ambervedawellness.com (hereinafter referred to as the "Website") is owned and operated by Amberveda Wellness Private Limited, a company duly incorporated under the Companies Act, 2013, having its Corporate Office at Meerut, Uttar Pradesh (hereinafter referred to as "Amberveda").

2. GENERAL TERMS AND SCOPE

- * **Ownership and Governance:** Amberveda Wellness Private Limited owns and operates this Website. This document governs the legal relationship between you (the "User") and Amberveda.
- * **Acceptance of Terms:** Access to and use of this Website, as well as the products and services available through this Website (collectively, the "Services"), are subject to the following terms, conditions, and notices (the "Terms of Use"). By utilizing the Services, you hereby agree to be bound by all of the Terms of Use, as may be updated by Amberveda from time to time.
- * **Amendments:** Users are advised to review this page regularly to take notice of any updates or changes made to the Terms of Use.
- * **Website Availability:** Access to this Website is permitted on a temporary basis. Amberveda reserves the right to withdraw, restrict, or amend the Services without prior notice. Amberveda shall not be liable if, for any reason, this Website is unavailable at any time or for any period. From time to time, Amberveda may restrict access to certain parts of, or the entirety of, this Website.

3. PRODUCT DISCLAIMER

- * **Non-Medical Information:** The information regarding products available on this Website is intended solely as an introduction to dietary supplementation and life-value addition. It is not intended to prevent, diagnose, treat, or cure any medical condition or disease.
- * **No Substitute for Medical Advice:** Our products aim to support and maintain a holistic balance and immunity levels within the body; however, they are in no way a substitute for professional medical diagnosis or treatment.
- * **No Professional Prescriptions:** Amberveda, its officers, and employees are not medical professionals or researchers. Consequently, we cannot prescribe products to cure specific diseases, nor can we answer medical inquiries to prescribe treatments, cures, or diagnose symptoms.
- * **Consultation Required:** Users must consult with a qualified medical practitioner regarding health conditions. Supplements should be used responsibly as value additions; excessive consumption of any product may induce adverse health issues.

4. WEBSITE DISCLAIMER

- * * Informational Purposes Only: The contents of this Website are provided for informational purposes only. Users are strictly advised to rely on the information posted herein only after executing independent verification and confirmation from authentic and authoritative sources.
- * * Limitation of Liability for Content: Neither Amburveda nor the website developer shall be held liable for any consequences arising from a User's reliance upon website information without independent verification or confirmation.
- * * Transmission Gaps: Users acknowledge that time gaps may occur between online posting/transmission and the actual availability of such data at the browser's end. Exact status should be verified directly from the source.
- * * Operations and Commercial Purpose: The Website www.amburvedawellness.com is run by Amburveda Wellness Private Limited, having its address at _____. The primary purpose of this Website is to promote our business within our network.
- * * Payment Gateway: The Payment Gateway integrated into this Website constitutes our official corporate account. All funds collected through this Website are processed on behalf of the company.

5. PROHIBITIONS AND USER CONDUCT

- * * Eligibility and Agency Authorization: The Services available on this Website are restricted to customers who have expressed interest and requested to become a Customer-cum-Direct Seller with the company. Upon registration, you expressly permit and authorize Amburveda to populate the Amburveda registration form on your behalf and to insert your name wherever your signature is required.
- * * Misuse Prohibited: You shall not misuse this Website. Specifically, you are prohibited from:

Committing or encouraging a criminal offense;

Transmitting or distributing viruses, Trojans, worms, logic bombs, or any other material that is malicious, technologically harmful, offensive, obscene, or in breach of confidence;

Hacking into any aspect of the Service or corrupting data;

Causing annoyance or disruption to other users;

Infringing upon the proprietary or intellectual property rights of any other person;

Sending unsolicited advertising or promotional materials (commonly referred to as "spam"); or

Attempting to alter or affect the performance or functionality of any computer facilities accessed through this Website.

- * * Criminal Offenses: A breach of this provision may constitute a criminal offense. Amburveda reserves the right to report any such breach to relevant law enforcement authorities and disclose your identity to them.
- * * Technological Liability Disclaimer: Amburveda shall not be liable for any loss or damage caused by a distributed denial-of-service (DDoS) attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material resulting from your use of this Website, or your downloading of any material posted on it or any website linked hereto.

6. INTELLECTUAL PROPERTY, SOFTWARE, AND CONTENT

The intellectual property rights in all software and content (including, without limitation, photographic images) made available to you on or through this Website remain the exclusive property of Amburveda or its licensors and are protected by applicable copyright laws and international treaties. All such rights are expressly reserved by Amburveda and its licensors.

You may store, print, and display the provided content solely for your personal, non-commercial use. You are strictly PROHIBITED from publishing, manipulating, distributing, or otherwise reproducing, in any format, any of the content or copies of the content supplied to you or appearing on this Website, nor may you use any such content in connection with any commercial enterprise or business.

7. TERMS OF SALE

7.1. Order Acceptance and Pricing

- * * By placing an order, you are offering to purchase a product subject to these terms and conditions. All orders are subject to product availability and confirmation of the order price.
- * * Dispatch timelines may vary according to product availability. Amberveda shall not be held responsible for dispatch delays resulting from postal delays or events of Force Majeure.
- * * To enter into a contract with Amberveda, you must be at least 18 years of age. Amberveda retains the absolute right to refuse any purchase request made by you.

7.2. Third-Party Contracts

Where a contract is executed with a third party via this Website, Amberveda does not act as an agent or principal; the contract is formed directly between yourself and that third party and shall be governed by the terms of sale supplied by them.

7.3. User Representations

When placing an order, you warrant and undertake that:

All details provided to us are true, accurate, and complete;

You are an authorized user of the credit or debit card utilized to place the order; and

There are sufficient funds to cover the total cost of the goods. (Note: The cost of foreign products and services may fluctuate. All advertised prices are subject to such fluctuations.)

7.4. Formation of Contract

A contract between the parties shall not be formed upon the placement of an order. Upon placing an order, you will receive an acknowledgement email confirming receipt; this email constitutes a mere acknowledgement and does not amount to an acceptance of your order. A binding contract shall only be established when we transmit a confirmation email verifying that the ordered goods have been dispatched to you. The contract shall only encompass those specific goods listed in the confirmation email sent at the time of dispatch.

7.5. Pricing and Availability Errors

While Amberveda endeavors to ensure that all details, descriptions, and prices appearing on this Website are accurate, errors may occur. If we detect an error in the price of any goods you have ordered, we will notify you as soon as practicable and offer the option to reconfirm the order at the correct price or cancel it. If we are unable to establish contact with you, the order shall be treated as canceled. If you cancel after having already remitted payment for the goods, you shall receive a full refund. Delivery costs will be charged in addition to the product price; such supplemental charges are clearly displayed where applicable and are included in the 'Total Cost'.

7.6. Payment and Authorization

Upon receipt of your order, we execute a standard authorization check on your payment card to ensure the availability of sufficient funds to complete the transaction. Your card will be debited immediately upon receipt of authorization. The funds debited from your card shall be treated as a deposit against the value of the goods you intend to purchase. Once the goods are dispatched and the confirmation email is sent, the amount held as a deposit shall be applied as consideration for the value of the purchased goods, as listed in the dispatch confirmation email.

8. FLY WELLNESS DIRECT SELLER STATUS

Upon submitting a joining request to become a Amberveda Direct Seller, the applicant represents and warrants that he/she has read, understood, and voluntarily accepted all terms and conditions set forth in the Application + Agreement Form and the Amberveda Business Plan, and agrees to fully comply with all stipulations therein.

Registration to become a Amberveda Direct Seller is FREE. The Direct Seller explicitly agrees to read and comply with all subsequent amendments and modifications enacted by the Company from time to time.

9. DISCLAIMER OF LIABILITY

The material and content displayed on this Website are provided without any guarantees, conditions, or warranties as to their accuracy. Unless expressly stated to the contrary, and to the maximum extent permitted by applicable law, Amberveda and its suppliers, content providers, and advertisers hereby explicitly exclude all conditions, warranties, and other terms which might otherwise be implied by statute, common law, or the law of equity.

Amberveda shall not be liable for any damages whatsoever, including but not limited to any direct, indirect, special, consequential, punitive, or incidental damages, or damages for loss of use, profits, data, or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance, or failures of this Website or any linked sites and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law, or otherwise.

This disclaimer does not affect Amberveda's liability for death or personal injury arising from its negligence, fraudulent misrepresentation, misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

10. THIRD-PARTY LINKS AND ADVERTISEMENTS

Amberveda does not include, offer, or market third-party products or services on this Website.

11. DISCLAIMER AS TO OWNERSHIP OF TRADEMARKS, IMAGES, AND THIRD-PARTY COPYRIGHT

Except where expressly stated to the contrary, all persons (including their names and images), third-party trademarks and content, services, and/or locations featured on this Website are in no way associated, linked, or affiliated with Amberveda. Users should not rely on the existence of any such connection or affiliation. Any third-party trademarks or names featured on this Website remain the exclusive property of their respective trademark owners. References to a trademark or brand name are used solely to describe or identify the products and services and do not constitute an assertion that such products or services are endorsed by, or connected to, Amberveda.

12. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Amberveda, its directors, officers, employees, consultants, agents, and affiliates from any and all third-party claims, liabilities, damages, and/or costs (including, but not limited to, reasonable legal fees) arising out of or in connection with your use of this Website or your breach of these Terms of Use.

13. VARIATION OF SERVICES

Amberveda reserves the right, in its absolute discretion, at any time and without prior notice, to amend, remove, or vary the Services and/or any page or content of this Website.

14. SEVERABILITY AND INVALIDITY

If any provision or part of these Terms of Use is determined to be unenforceable, invalid, or illegal by a court of competent jurisdiction, the remaining provisions or parts shall continue in full force and effect. Where a clause, sub-clause, or part thereof can be severed to render the remaining provisions valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in a manner that closely resembles the original intent and meaning of the clause/sub-clause as permitted by law.

15. COMPLAINTS AND DISPUTE RESOLUTION

Amberveda operates an internal complaints handling procedure to resolve disputes when they first arise. Please direct any complaints, comments, or grievances to our customer support team for initial assessment.

16. WAIVER

The failure of Amberveda to exercise or enforce any right or provision of these Terms of Use in response to a breach by a User shall not constitute a waiver of such right or remedy, nor shall it preclude Amberveda from exercising its rights and remedies in respect of any subsequent or distinct breach.

17. ENTIRE AGREEMENT

The above-stated Terms of Use constitute the entire agreement between the parties concerning the subject matter hereof and supersede any and all prior, contemporaneous, or preceding agreements, understandings, and arrangements, whether oral or written, between you and Amberveda. Any waiver of any provision of these Terms of Use shall be effective only if executed in writing and signed by an authorized Director of Amberveda.