**MAMA HOME PVT LTD**

Terms & Conditions

Welcome to MAMA HOME. This document is an electronic record in terms of Information Technology Act, 2000 and published in accordance with the provisions of Rule 3) 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 MAMA HOME marketplace platform (hereinafter referred to as "MAMA HOME")

Your use of the MAMA HOME and services and tools are governed by the following terms and conditions ("**Terms of Use**") as applicable to the MAMA HOME including the applicable policies which are incorporated herein by way of reference. By mere use of the MAMA HOME, you shall be contracting with MAMA HOME Private Limited and these terms and conditions including the policies constitute your binding obligations, with MAMA HOME.

For the purpose of these Terms of Use, wherever the context so requires "**You**" or "**User**" shall mean any natural or legal person who has agreed to become a buyer/seller on the MAMA HOME by providing Registration Data while registering on the MAMA HOME as Registered User. The term "**MAMA HOME**”, “**We**", "**Us**", "**Our**" shall mean MAMA HOME Private Limited and its affiliates.

When You use any of the services provided by Us through the MAMA HOME, including but not limited to, (e.g. Product Reviews, Seller Reviews), You will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they shall be deemed to be incorporated into this Terms of Use and shall be considered as part and parcel of this Terms of Use. We reserve the right, at Our sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time without any prior written notice to You. You shall ensure to review these Terms of Use periodically for updates/changes. Your continued use of the MAMA HOME following the posting of changes will mean that You accept and agree to the revisions. As long as You comply with these Terms of Use, We grant You a personal, non-exclusive, non-transferable, limited privilege to enter and use the MAMA HOME. By impliedly or expressly accepting these Terms of Use, You also accept and agree to be bound by MAMA HOME Policies including but not limited to Privacy Policy as amended from time to time.

* User Account, Password, and Security:

If You use the MAMA HOME, You shall be responsible for maintaining the confidentiality of your Display Name and Password and You shall be responsible for all activities that occur under your Display Name and Password. You agree that if You provide any information that is untrue, inaccurate, not current or incomplete, We shall have the right to indefinitely suspend or terminate or block access of your membership on the MAMA HOME.

You agree to

(a) immediately notify MAMA HOME of any unauthorized use / breach of your password or account and

(b) ensure that you exit from your account at the end of each session.

* Services Offered:

MAMA HOME provides a number of Internet-based services through the MAMA HOME. One such Service enables Users to order any construction materials such as cement, bricks, sand, etc… from various brand owners (collectively, "Products"). The Products can be ordered through the MAMA HOME App through various methods of payments offered. The enquiry of the Products shall be additionally governed by specific policies of sale, like cancellation policy, return policy, etc. In addition, these Terms of Use may be further supplemented by Product specific conditions, which may be displayed with that Product.

MAMA HOME does not warrant that Product description or other content of MAMA HOME is accurate, complete, reliable, current, or error-free and assumes no liability in this regard.

* Platform for Transaction and Communication:

The MAMA HOME is a platform that Users utilize to meet and interact with one another for their transactions. MAMA HOME is not and cannot be a party to or control in any manner any transaction between the MAMA HOME's Users. Henceforward:

a. All commercial/contractual terms are offered by and agreed to between Buyers, Sellers, and MAMA HOME alone. The commercial/contractual terms include without limitation price, shipping costs, payment methods, payment terms, date, period and mode of delivery, warranties related to products and services and after sales services related to products and services. MAMA HOME has control, determine or advise or in any way involve itself in the offering or acceptance of such commercial/contractual terms between the Buyers and Sellers.

b. MAMA HOME does not make any representation or Warranty as to specifics (such as quality, value, etc) of the products or services proposed to be sold or offered to be sold or purchased on the MAMA HOME.

c. MAMA HOME is not responsible for any non-performance or breach of any contract entered into between Buyers and Sellers. MAMA HOME cannot and does not guarantee that the concerned Buyers and/or Sellers will perform any transaction concluded on the MAMA HOME.

d. At no time shall MAMA HOME hold any right, title or interest over the products nor shall MAMA HOME have any obligations or liabilities in respect of such contract entered into between Buyers and Sellers.

e. The MAMA HOME is only a platform that can be utilized by Users to reach a larger base to buy and sell products or services. MAMA HOME is only providing a platform for communication and it is agreed that the contract for sale of any of the products or services shall be a strictly bipartite contract between the Seller and the Buyer. At no time shall MAMA HOME hold any right, title or interest over the products nor shall MAMA HOME have any obligations or liabilities in respect of such contract. MAMA HOME is not responsible for unsatisfactory or delayed performance of services or damages or delays as a result of products which are out of stock, unavailable or back ordered.

f. Pricing on any product(s) as is reflected on the MAMA HOME may due to some technical issue, typographical error or product information published by seller may be incorrectly reflected and in such an event MAMA HOME may cancel such order(s).

g. You release and indemnify MAMA HOME and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of the Users of the MAMA HOME and specifically waive any claims that you may have in this behalf under any applicable law. Notwithstanding its reasonable efforts in that behalf, MAMA HOME cannot take responsibility or control the information provided by other Users which is made available on the MAMA HOME.

* User Conduct and Rules on the MAMA HOME:

You agree, undertake and confirm that Your use of MAMA HOME shall be strictly governed by the following binding principles:

* + a) You shall not host, display, upload, modify, publish, transmit, update or share any information which:
    - belongs to another person and to which You do not have any right to;
    - is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, 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;
    - is misleading in any way;
    - involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
    - promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
    - infringes upon or violates any third party's rights including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity;
    - contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
    - provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
    - contains video, photographs, or images of another person (with a minor or an adult).
    - tries to gain unauthorized access or exceeds the scope of authorized access to the MAMA HOME or to profiles, blogs, communities, account information, bulletins, or other areas of the MAMA HOME or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
    - interferes with another USER's use and enjoyment of the MAMA HOME or any other individual's User and enjoyment of similar services;
    - infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen products;
    - violates any law for the time being in force;
    - threatens the unity, integrity, defence, 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;
    - shall not be false, inaccurate or misleading;
    - shall not create liability for Us or cause Us to lose (in whole or in part) the services of Our internet service provider ("ISPs") or other suppliers;
  + b. We on certain landing page even allow our Users to experience free exchange of ideas and observations regarding interest in the field of fashion, including ‘viewing user generated content’ and/or ‘videos’ and ‘posting comments’. By accessing, viewing and/or posting any user generated content to any specific dedicated page on the MAMA HOME, you accept and consent to the practices described in these ‘Terms of Service’ and ‘Privacy Policies’, as well as any other terms of prescribed by the MAMA HOME. You agree and undertake that when accessing, viewing and/or posting any user generated content on these pages You will not imitate, abuse, harass, any Customer/User or violate and exploit, any of these ‘Terms of Service’ of the MAMA HOME.
  + c. You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the MAMA HOME or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the MAMA HOME or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the MAMA HOME. We reserve Our right to bar any such activity.
  + d. You shall not attempt to gain unauthorized access to any portion or feature of the MAMA HOME, or any other systems or networks connected to the MAMA HOME or to any server, computer, network, or to any of the services offered on or through the MAMA HOME, by hacking, password "mining" or any other illegitimate means.
  + e. You may not pretend that You are, or that You represent, someone else, or impersonate any other individual or entity
  + f. You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules there under as applicable and as amended from time to time and also all applicable Domestic laws, rules and regulations (including the provisions of any applicable Exchange Control Laws or Regulations in Force) and International Laws, Foreign Exchange Laws, Statutes, Ordinances and Regulations (including, but not limited to GST) regarding your use of our service and your listing, purchase, solicitation of offers to purchase, and sale of products or services. You shall not engage in any transaction in an item or service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.
  + g. From time to time, you shall be responsible for providing information relating to the products or services proposed to be sold by you. In this connection, you undertake that all such information shall be accurate in all respects. You shall not exaggerate or over emphasize the attributes of such products or services so as to mislead other Users in any manner.
  + h. You shall not engage in advertising to, or solicitation of, other Users of the MAMA HOME to buy or sell any products or services, including, but not limited to, products or services related to that being displayed on the MAMA HOME or related to us.
  + i. The Content posted does not necessarily reflect MAMA HOME views. In no event shall MAMA HOME assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the MAMA HOME. You hereby represent and warrant that You have all necessary rights in and to all Content which You provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libellous, tortious, or otherwise unlawful information.
  + j. MAMA HOME hereby disclaims any guarantees of exactness as to the finish, appearance, size, color etc., of the final Product as ordered by the User. MAMA HOME Return & Exchange Policy offer you the option to return or exchange items purchased on MAMA HOME within thirty (30) days of the receipt. In case of return of the purchased item, please refer to the "Return Policy" on our MAMA HOME.
* 5. Contents Posted on MAMA HOME:

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music and artwork (collectively, "Content"), is a third-party user generated content and MAMA HOME has no control over such third-party user generated content as MAMA HOME is merely an intermediary for the purposes of this Terms of Use. Such Content will become our property and you grant Us the worldwide, perpetual and transferable rights in such Content. We shall be entitled to, consistent with Our Privacy Policy as adopted in accordance with applicable law, use the Content or any of its elements for any type of use forever, including but not limited to promotional and advertising purposes and in any media whether now known or hereafter devised, including the creation of derivative works that may include the Content You provide.

You may use information on the products and services purposely made available on the MAMA HOME for downloading, provided that you

(1) do not remove any proprietary notice language in all copies of such documents,

(2) use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media,

(3) Make no modifications to any such information, and

(4) do not make any additional representations or warranties relating to such documents.

* 6. Privacy:

We view protection of your privacy as a very important principle. We understand clearly that You and Your Personal Information is one of our most important assets. We store and process Your Information including any sensitive financial information collected as defined under the Information Technology Act, 2000 and Rules there under. We may share personal information with our other corporate entities and affiliates if necessary.

We may disclose personal information if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to respond to subpoenas, court orders, or other legal process. We may disclose personal information to law enforcement offices, third party rights owners, or others in the good faith belief that such disclosure is reasonably necessary to: enforce our Terms or Privacy Policy; respond to claims that an advertisement, posting or other content violates the rights of a third party; or protect the rights, property or personal safety of our users or the general public.

We and our affiliates will share / sell some or all of your personal information with another business entity should we (or our assets) plan to merge with, or be acquired by that business entity, or re-organization, amalgamation, restructuring of business. We have developed this Privacy Policy to protect your personal/financial information and keep it confidential. By visiting Our MAMA HOME, you are accepting and consenting to the practices described in this Privacy Policies. The following Privacy Policy and Cookie Policy outlines the information we may process and how we may use that information to better serve you while using our MAMA HOME.

* + a. Correspondence Information. Following are the various Correspondence Information which You provide when You access/register for Our Service includes:
    - **Children under the age of 18:** Use of the MAMA HOME is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the MAMA HOME. If you are a minor i.e. under the age of 18 years, you shall not register as a User of the MAMA HOME and shall not transact on or use the MAMA HOME. As a minor if you wish to use or transact on MAMA HOME, such use or transaction may be made by your legal guardian or parents on the MAMA HOME.
    - **Personal Information**: name, gender, age, images, contact/ postal address, telephone, email Id, nationality and content.
    - **Financial Information**: credit/ debit card details including card number and expiry date in encrypted form, details for net banking services and Wallet services. Please be advised that MAMA HOME ensures the highest degree of data security, while encrypting as per the guidelines specified by [Payment Cards Industry Data Security Standard (PCI DSS)](https://www.pcisecuritystandards.org/security_standards/documents.php?document=pci_dss_v2-0#pci_dss_v2-0).
    - **Payment and Account Information**: Your account history with us including (without limitation) all billing information and communications, payment history etc. We maintain this in encrypted form on secure servers. However, your transactions details may be preserved by MAMA HOME for purposes of tax or regulatory compliance.
    - **Transactional Information**: Order ID, transactional history (other than banking details) about your e-commerce activities on our MAMA HOME.
    - **User IDs**: Your usernames, passwords, email addresses, contacts, account including third-party accounts and other security-related information used by you in relation to our Services.
    - **Stored Information**: Data either created by you or by a third party and which you wish to store on our servers such as image files, documents etc.
    - Shared Information: What types of information are not allowed on MAMA HOME Mobile App?
    - Nudity or other sexually suggestive content
    - Hate speech, credible threats or direct attacks on an individual or group
    - Content that contains self-harm or excessive violence
    - Fake or impostor profiles
    - Spam
  + b. Technical and functional management of the Mobile App. When you use our MAMA HOME, we also process technical data such as your IP-address, Device ID, Device Contacts, and Device Accounts including third-party accounts or MAC-address, and information about the manufacturer, model, and operating system of your mobile device. We use this data to enable us to deliver the functionalities of the MAMA HOME, resolve technical difficulties, and provide you with the correct (prevent the transmission of spam, viruses and/or unlawful, defamatory, obscene or otherwise undesirable material or content) and most up to date version of the MAMA HOME.

c. Operational Use. We may use your information for suggesting products and promotional offers and schemes. You may update your profiling information at any time on the MAMA HOME. You acknowledge and agree such update is for Your interests and for improving personalization and service efficiency of the MAMA HOME.

* + Note: You acknowledge that, we will only disclose your information in an aggregated form which is not capable of being used or interpreted in such a manner as to identify you.
  + d. Applicable law and procedure. We collect and store your Correspondence Information to: (a) comply with our obligations under law; and (b) monitor your use of our Services in order to ensure your compliance with our Terms of Service.
  + Note: However, as effective as encryption technology is, no security system is impenetrable. We cannot guarantee the security of our database, nor can we guarantee that information you supply won't be intercepted while being transmitted to us over the Internet. Any transmission of information by you to our MAMA HOME is at your own risk. We recommend that you do not disclose your password to anyone.

e. Cookie Policy. A cookie is a small text file that we place on your mobile device to enable various features of MAMA HOME. "Cookies" are used to store user preferences and to track user trends, so as to enhance your interactive experience and generally improve our Services to you. You can change your cookie settings to accept or not accept cookies in your browser settings. If you do accept a "cookie", you thereby agree to our use of any Personal Information collected by us using that Cookie.

f. Third Party. At times we may tie-up with third parties, brand owners or other partners and make available certain offers, events or special schemes. In such instances, your personal information may be shared with such third parties and/or may become available to them or be disclosed to them, such third parties may have their own applicable privacy rules and we shall not be liable for the use or misuse of your information by such third parties.

* + We only collect your Personal Information to conduct our business and to enable us to deliver and improve our services. We do not for any reason whatsoever sell your Correspondence Information to any third party or otherwise trade on it.
* 7. Disclaimer of Warranties and Liability:

All the materials and products (including but not limited to software) and services, included on or otherwise made available to you through MAMA HOME are provided on "as is" and "as available" basis without any representation or warranties, express or implied except otherwise specified in writing. Without prejudice to the forgoing paragraph, MAMA HOME does not warrant that: MAMA HOME will be constantly available or available at all; or the information on MAMA HOME is complete, true, accurate or non-misleading.

All the Products sold on MAMA HOME are governed by different state laws and if Seller is unable to deliver such Products due to implications of different state laws, Seller will return or will give credit for the amount (if any) received in advance by Seller from the sale of such Product that could not be delivered to You. You will be required to enter a valid phone number while placing an order on the MAMA HOME. By registering your phone number with us, You consent to be contacted by Us via phone calls and/or SMS notifications, in case of any order or shipment or delivery related updates. We will not use your personal information to initiate any promotional phone calls or SMS.

* 8. Selling:

As a registered seller, you are allowed to list item(s) for sale on the MAMA HOME in accordance with the Policies which are incorporated by way of reference in this Terms of Use. You must be legally able to sell the item(s) you list for sale on our MAMA HOME. You must ensure that the listed items do not infringe upon the intellectual property, trade secret or other proprietary rights or rights of publicity or privacy rights of third parties. Listings may only include text descriptions, graphics and pictures that describe your item for sale. All listed items must be listed in an appropriate category on the MAMA HOME. All listed items must be kept in stock for successful fulfillment of sales. The listing description of the item must not be misleading and must describe actual condition of the product. If the item description does not match the actual condition of the item, you agree to refund any amounts that you may have received from the Buyer. You agree not to list a single product in multiple quantities across various categories on the MAMA HOME. MAMA HOME reserves the right to delete such multiple listings of the same product listed by you in various categories.

We may provide you alternation services (limited to alteration of length, alteration of the waist size) for the garments purchased by you from us. This service shall be free of cost and no amount would be collected from you for such alteration. However, a nominal fee as mentioned by MAMA HOME at the time of creating the alteration request (inclusive of GST) would be applicable as convenience charge towards pick up and drop of the garments or towards tailor visit (wherever applicable).

* 9. Indemnity:

You shall indemnify and hold harmless MAMA HOME, its owner, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective 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, privacy Policy and other Policies, or Your violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party.

* 10. Trademark, Copyright and Restriction:

MAMA HOME is controlled and operated by MAMA HOME and products are sold by respective Sellers. All material on MAMA HOME, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights. Material on MAMA HOME is solely for your personal, non-commercial use. You must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by email or other electronic means and whether directly or indirectly and you must not assist any other person to do so. Without the prior written consent of the owner, modification of the materials, use of the materials on any other MAMA HOME or networked computer environment or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited. Any use for which you receive any remuneration, whether in money or otherwise, is a commercial use for the purposes of this clause. It is expressly clarified that You will retain ownership and shall solely be responsible for any content that You provide or upload when using any Service, including any text, data, information, images, photographs, music, sound, video or any other material which you may upload, transmit or store when making use of Our various Service. However, We reserve the right to use/reproduce any content uploaded by You and You agree to grant royalty free, irrevocably, unconditionally, perpetually and worldwide right to Us to use the content for reasonable business purpose.

* 11. Limitation of Liability:

In no event shall MAMA HOME be liable for any indirect, punitive, incidental, special, consequential damages or any other damages resulting from:

(a) The use or the inability to use the Services or Products;

(b) Unauthorized access to or alteration of the user's transmissions or data;

(c) Breach of condition, representations or warranties by the manufacturer of the Products

(d) any other matter relating to the services; including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the MAMA HOME or Service. MAMA HOME shall not be held responsible for non-availability of the MAMA HOME during periodic maintenance operations or any unplanned suspension of access to the MAMA HOME. The User understands and agrees that any material and/or data downloaded at MAMA HOME is done entirely at Users own discretion and risk and they will be solely responsible for any damage to their mobile or loss of data that results from the download of such material and/or data. To the maximum extend that is permissible under law, MAMA HOME’s liability shall be limited to an amount equal to the Products purchased value bought by you. MAMA HOME shall not be liable for any dispute or disagreement between Users

* 12. Termination:

a. MAMA HOME may suspend or terminate your use of the MAMA HOME or any Service if it believes, in its sole and absolute discretion that you have infringed, breached, violated, abused, or unethically manipulated or exploited any term of these Terms of Service or anyway otherwise acted unethically. Notwithstanding anything in this clause, these Terms of Service will survive indefinitely unless and until MAMA HOME chooses to terminate them.

b. If you or MAMA HOME terminates your use of the MAMA HOME or any Service, MAMA HOME may delete any content or other materials relating to your use of the Service and MAMA HOME will have no liability to you or any third party for doing so. However, your transactions details may be preserved by MAMA HOME for purposes of tax or regulatory compliance.

c. You shall be liable to pay for any Service or Product that you have already ordered till the time of Termination by either party whatsoever.

d. If MAMA HOME unilaterally terminates Your account without any reason than any applicable cash back or wallet amount (if any) shall be refunded to You.

* 13. Jurisdictional Issues/Sale in India Only:

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

* 14. Governing Law:

These terms shall be governed by and constructed in accordance with the laws of India without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of courts, tribunals, form, applicable authorities at Bangalore. The place of jurisdiction shall be exclusively in Bangalore.

* 15. Contacting the Seller:

At MAMA HOME, we are committed towards ensuring that disputes between Sellers and Buyers are settled amicably by way of the above dispute resolution mechanisms and procedures. However, in the event that you wish to contact MAMA HOME about the seller, you may proceed to do so by clicking on the seller name on the product listing pages. Alternatively, you may also reach out to customer support at +91-80-2313 3232 / 9110636146 or access help center at https://www.mamahome360.com/contact us.