

General Terms and Conditions for Online Sales

Kidys Food Products Pvt. Ltd. ("Kidys") is the licensed owner of the brand "Kidys", "Ovenfresh" and the website kidysfoodproducts.com ("Website"). As a visitor to the Site/ Customer you are advised to please read the Term & Conditions carefully. By accessing the services provided by the Site you agree to the terms provided in this Terms & Conditions document.

1. Subject and scope

- I. These General Terms and Conditions for Online Sales (hereinafter referred to as "General apply to all purchase orders you place on the Kidys® online store located at www.kidysfoodproducts.com (hereinafter referred to as "Website") and your subsequent agreement with Kidys Food Products Pvt. Ltd. (hereinafter referred to as "Kidys") regarding your purchase of Kidys® and Ovenfresh® Cookies, Namkeens, Cakes, and other bakery products (collectively referred to as "Bakery items").
- II. These General Terms shall apply exclusively. We do not accept any conflicting or deviating terms and conditions, unless this has been agreed in the individual case with a legal representative of Kidys in writing. Our General Terms shall apply to deliveries even in the event that the conflicting or deviating terms have not been contradicted by Kidys.
- III. These General Terms apply equally to commercial entities and consumers. Differing provisions for consumers have been made where necessary.

2. License & Site access

Kidys grants you a limited sub-license to access and make personal use of this site and not to download (other than page caching) or modify it, or any portion of it, except with express written consent of Kidys. 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 express written consent of Kidys. 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 the Site or of Kidys and its affiliates without express written consent. You may not use any meta tags or any other "hidden text" utilizing the Site's or Kidys's name or trademarks without the express written consent of Kidys. Any unauthorized use terminates the permission or license granted by Kidys.

3. Account & Registration Obligations

All shoppers have to register and login for placing orders on the Site. 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 terms and conditions, the shopper agrees 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.

4. Order process and conclusion of purchase agreement

- I. The product presentation on our Website does not represent an offer but shall be understood as a non-binding invitation for the customer to submit an order.
- II. By clicking the “Buy now” button, you send us a binding offer for the conclusion of a purchase agreement with Kidys regarding the Software items in your shopping cart (hereinafter referred to as “Order”).
- III. Kidys may, at its discretion, accept or reject the Order. Kidys will accept your Order by sending an order confirmation or simply by delivering the ordered Software to you. Unless otherwise stated, the effective date of the purchase agreement is the date on which Kidys confirms by email the acceptance of your Order. In case of purchase on advance payment, the purchase agreement is subject to the condition of and shall become binding for Kidys only upon receipt of the full payment for the purchase.
- IV. If you place an Order through our Website, the ordering process comprises four steps:
 - a) You select the desired goods (Bakery items).
 - b) You check all items in your shopping cart and apply any necessary changes. You click the “Check out” button to proceed to payment.
 - c) If you have not already done so, you log into your user account with email and password and enter the required customer data for the invoice.
 - d) Finally, on the “Checkout” page, you select the preferred method of payment and confirm your acceptance of the conditions that shall apply to the purchase. Here, you can again change the invoice details, check your purchase data and return to the cart by clicking “Back to cart”. By clicking “Buy now”, your Order becomes binding.
- V. With our order confirmation and/or delivery, we will send you a copy of the corresponding Order, including the corresponding invoice, to your email address.

5. Cancellation by Customer

- I. You as a customer can cancel your order at any time before the Order is out for delivery. In such a case Kidys will refund any payments already made by you for the order.
- II. 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.

6. Return & Replace/Refund

- I. You can request for return of Bakery items you have ordered & received, directly on the Website. In such case, you will have two options; Replace or Refund. If you choose Replace, then Kidys will replace the items within reasonable time. If you choose Refund, Kidys will refund any payments already made by you for the order.
- II. The option to return any item is available only if the packets are not opened.
- III. The return of items whose packets are opened shall be considered as Special Case and be processed at the discretion of Kidys.

7. Prices, delivery costs, taxes and duties

- I. All prices quoted on our website are in INR, including taxes but excluding delivery charges that may apply to the particular case.
- II. Delivery costs will be charged for the order having its value upto the specified amount. No delivery costs will be charged for the order exceeding that specified amount. Specified amount has been mentioned on the Website.
- III. In the event of obvious errors on the Website or made in connection with your Order, Kidys reserves the right to correct the error and charge you the correct price. In such a situation, we will contact you and offer you the option of purchasing the Bakery items at the correct price or cancelling your Order.

8. Payment conditions

- I. You can select one of the payments methods described on the Website. Kidys reserves the right to exclude or include particular payment methods at any time.
- II. In case of payment by credit card, debit card or net banking, your payment will be executed by our payment service provider HDFC Bank Ltd. using their discrete secure infrastructure. HDFC Bank Ltd. reserves the right to decline the processing of payments in cases of suspected fraud or other irregularity.
- III. If you select "Cash on Delivery (COD)" payment method, you shall handover the payable amount to our delivery partner. No extra charges shall be levied for use of this method.
- IV. You may not set off any amounts due whatsoever from Kidys against amounts due to Kidys, unless expressly allowed by mandatory Consumer protection law.

9. Delivery

- I. Kidys will send the delivery email to the address indicated in your Order. The delivery contains the link to check the delivery status, the product descriptions and the invoice.
- II. Kidys shall deliver the Bakery items without delay upon confirmation of your successful payment of the purchase price. Time for delivery shall be prolonged by reasonable periods in case of force majeure or other events for which Kidys is not responsible, such as disruptions in operations, strikes, authority measures, or troubles with telecommunications.
- III. The Bakery items will remain the property of Kidys until all liabilities under the Order have been paid in full, the earlier passing of the risk notwithstanding.

10. Use of personal information

- I. To register on the Website, you need to specify a login name and a password. Kidys further needs your contact information for issuing the invoice. You are responsible for keeping this information correct, confidential, and up to date.
- II. By completing the contact form, you ensure and take full responsibility that the entered data truly identifies you as a natural person or as a representative of the specified organization. If you place an Order on behalf of an organization, you ensure that you have the authority to do so.

- III. Kidys is not liable for any consequences that may result from incorrect, incomplete, or false information you have entered or from data you have changed subsequently to your Order.
- IV. In case of online payments, you are required to enter your payment details. Online payment information related to your Order is processed by Kidys's payment service provider HDFC Bank Ltd. Kidys does not receive detailed information (such as your credit card number) from transactions but instead receives information about whether the payment has been performed successfully or not.
- V. By placing your Order, you agree that your contact and payment information may be used to process your payment and to execute your Order.

11. Data protection

- I. Kidys shall comply with the provisions of the Information Technology Act, 2000 and Relevant rules thereunder to take all reasonable measures to keep your personal information confidential and secure.
- II. Kidys will disclose your personal information to third parties only to the extent necessary to process your payment, to enforce and fulfil the purchase agreement, to comply with legal and administrative obligations, or to prevent, detect, mitigate, and investigate fraudulent or illegal activities related to the use of the Bakery items.
- III. Kidys will not disclose your personal information to any third parties for marketing and advertising purposes without your explicit consent.

12. Liability

Unless Kidys is proven to have defaulted intentionally or through gross negligence, claims for damages or the rescission of the contract on grounds of late delivery is excluded. Kidys total liability in any matter arising out of or related to these General Terms is limited to the purchase price.

13. You may not use the Site for any of the following purposes:

- I. Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material.
- II. 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.
- III. Gaining unauthorized access to other computer systems.
- IV. Interfering with any other person's use or enjoyment of the Site.
- V. Breaching any applicable laws;
- VI. Interfering or disrupting networks or web sites connected to the Site.
- VII. Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.

14. Objectionable Material

You understand that by using this Site or any services provided on the Site, 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, Kidys shall have no liability to you for Content that may be deemed offensive, indecent, or objectionable to you.

15. Indemnity

You agree to defend, indemnify and hold harmless Kidys, its employees, directors, officers, agents and their successors and assigns from and against any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon your actions or inactions, which may result in any loss or liability to Kidys or any third party including but not limited to breach of any warranties, representations or undertakings or in relation to the non-fulfilment of any of your obligations under this User Agreement or arising out of the your violation of any applicable laws, regulations including but not limited to Intellectual Property Rights, payment of statutory dues and taxes, claim of libel, defamation, violation of rights of privacy or publicity, loss of service by other subscribers and infringement of intellectual property or other rights. This clause shall survive the expiry or termination of this User Agreement.

16. Termination

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

17. Miscellaneous

- I. Kidys may assign, transfer or otherwise dispose its rights and obligations under the purchase agreement with you, in whole or in part, at any time without notice to you. You may not assign the purchase agreement or transfer any rights hereunder.
- II. If any part of these General Terms is or becomes legally invalid or ineffective, the validity of the other provisions shall not be affected thereby. In this case, the invalid or ineffective provision shall be replaced by a provision which comes as close as possible to the economic purpose of the invalid or ineffective provision.
- III. Kidys reserves the right to amend these General Terms after prior written notification. Changes shall apply to your existing purchase agreements only, subject to the conditions that Kidys has informed you about the intended changes in writing and that you did not object to the changes within a period of four weeks.
- IV. These General Terms constitute the entire agreement between you and Kidys regarding your Bakery items purchase and supersede all previous agreements that may have been made.

- V. Any and all changes and amendments to a purchase agreement concluded with Kidys shall be submitted in writing. This shall also apply to a waiver of this written form clause.
- VI. The place of performance regarding delivery and payment shall exclusively be Noida, Uttar Pradesh, India.
- VII. These General Terms shall be governed by Indian Laws to the exclusion of its conflict of law rules.
- VIII. The place of jurisdiction shall be the court having subject-matter jurisdiction in Noida, Uttar Pradesh, India.