

NexusCircle Customer Agreement

This Agreement (the "Agreement") is a legal agreement between you and Tropis Food Pvt. Ltd. (sole owner of its brand "NexusCircle" & "Nexuscircle.com") that states the terms and conditions under which you may receive the NexusCircle Service and use the NexusCircle Web site ("NexusCircle.com").

By visiting our site/ APP and/ or purchasing something from us, you engage in our "Service" and agree to be bound by the following Terms of use. Please read these Terms of use carefully before accessing or using our website / APP. If you do not agree to all the Terms of use of this agreement, then you may not access the website or use any services.

The term Tropis Food Pvt. Ltd. or 'us' or 'we' refers to the owner of the website whose **registered office** is Raheja Classique, Building #1, Above SBI & Kotak Bank, Adjoining Infinity Mall, Link road, Andheri (West), Mumbai – 400053, India. Our corporate identity number is (CIN)U52209MH2015PTC261513. The term 'you' refers to the user or viewer of our website.

The use of this website is subject to the following Terms of use:

- Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including un-discharged insolvents etc. are not eligible to use the Site. If you are a minor i.e. under the age of 18 years but at least 13 years of age you may use the Site only under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use. If your age is below 18 years, your parents or legal guardians can transact on behalf of you. You are prohibited from purchasing any material which is for adult consumption and the sale of which to minors is prohibited.
- We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of use by posting updates and changes to our website. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of use constitutes acceptance of those changes.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. This site may also contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance, text and graphics. Any use of this website or its contents, including copying or storing it in whole or part, other than for your own personal, non-commercial use is prohibited without the permission of Tropis Food Pvt. Ltd.
- All trademarks reproduced in this website which are not the property of, or licensed to, Tropis Food Pvt. Ltd. are acknowledged on the website.
- Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offence.
- From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s). Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.
- You may not create a link to this website from another website or document without Tropis Food Pvt. Ltd.'s prior written consent.
- We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.
- We have made every effort to display the colours of the products that appear on the Website as accurately as possible. However, as the actual colours you see will depend on your monitor, we cannot guarantee that your monitor's display of any colour will be accurate.
- All reviews, comments, feedback, postcards, suggestions, ideas, and other submissions disclosed, submitted or offered to the Site on or by this Site or otherwise disclosed, submitted or offered in connection with your use of this Site (collectively, the "Comments") shall be and remain the property of Tropis Food Pvt. Ltd. Tropis Food Pvt. Ltd. will be entitled to use, reproduce, disclose, modify, adapt, create derivative works from, publish, display and distribute any Comments you submit for any purpose whatsoever, without restriction and without compensating you in any way.
- Tropis Food Pvt. Ltd. does not regularly review posted Comments, but does reserve the right (but not the obligation) to monitor and edit or remove any Comments submitted to the Site. You are and shall remain solely responsible for the content of any Comments you make and you agree to indemnify Tropis Food Pvt. Ltd. and its affiliates for all claims resulting from any Comments you submit. Tropis

Food Pvt. Ltd. and its affiliates take no responsibility and assume no liability for any Comments submitted by you or any third party.

- Your use of this website and any dispute arising out of such use of the website is subject to the laws of India or other regulatory authority.
- You agree to indemnify, defend and hold harmless Tropis Food Pvt. Ltd., our directors, employees, affiliates, interns, suppliers, service providers or licensors for any loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including reasonable attorneys' fees, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.
- 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.
- These Terms of use are effective unless and until terminated by either you or us. You may terminate these Terms of use at any time provided that you discontinue any further use of this Site. We can also terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

Referrals :

NexusCircle reserves the right to, at its sole discretion, withhold or withdraw a referral bonus. Invalid referrals include, but are not limited to:

1. Duplicate accounts belonging to the same individual
2. Members staying in the same postal address
3. Any other misuse, as determined by NexusCircle

Pricing :

All the products listed on NexusCircle.com will be sold at MRP unless otherwise specified. The prices mentioned at the time applicable prices at the time of placing an order. Although prices of most of the products do not fluctuate on a daily basis but some of the commodities

Delivery Address reconfirmation:

At the time of booking the order, Customer are responsible to re-confirm the delivery address. Change in delivery address will draw another additional cost as per FedEx rules. Same needs to be paid by the customer.

Receiver at Delivery address :

For ensuring that someone is present at the delivery address to receive and pay for deliveries. Anyone at the delivery address who receives the delivery is conclusively presumed to be authorized to receive and pay for the order. If NexusCircle.com cannot deliver your order, or must make an additional delivery because no one is at the delivery address to receive and pay for the order at the specified time, or wrong address / details given to us by you, will be assessed an additional fee.

Property Rights :

(a) Copyright : All content on NexusCircle.com including, but not limited to, design, text, graphics, interfaces, and the selection and arrangement thereof, and all software are the property of NexusCircle.com, Supply Links ALL RIGHTS RESERVED, or its content providers. NexusCircle.com authorizes you to view and copy for the sole purpose of placing an order with NexusCircle.com, for your personal use, provided that you preserve any copyright or other proprietary notices. Any other use of materials on NexusCircle.com, including, but not limited to, reproduction, modification, distribution or publication for any commercial or public purposes, without the prior written permission of NexusCircle.com is strictly prohibited. NexusCircle.com reserves the right to revoke this authorization at any time, and any use shall be discontinued immediately on written notice from NexusCircle.com.

(b) Trademarks : "NexusCircle," "NexusCircle.com," all NexusCircle.com logos, and all titles, characters, names, graphics and button icons are service marks, trademarks and/or trade dress of NexusCircle.com or otherwise proprietary to NexusCircle.com and may not be used by you for any reason other than as expressly permitted by this Agreement. All other trademarks, service marks, product names and company names or logos appearing on NexusCircle.com are the property of their respective owners.

Your Account :

You agree to provide NexusCircle.com with accurate and complete information as required by registration for the NexusCircle Service ("Customer Registration Data"), including, but not limited to, your legal name, billing and delivery addresses, telephone number and promptly to notify NexusCircle.com of any change in your Customer Registration Data at NexusCircle@supplylinks.in. Upon registration, your username and password will allow you to access the NexusCircle Service. **Your password should be kept strictly confidential to prevent unauthorized use.** You agree to notify

NexusCircle.com promptly of any unauthorized use of your password or your account. **You will remain liable for any use of the NexusCircle Service until you notify NexusCircle.com of the unauthorized use, loss or theft.**

Changes in Agreement or NexusCircle Service :

NexusCircle.com may at any time change any of the terms of this Agreement but not limited to, the amount of, or basis for determining, any fees or charges for the NexusCircle Service. If NexusCircle.com makes material changes to this Agreement, NexusCircle.com will provide notice to you in a manner provided in this Agreement. Your use of the NexusCircle Service after any such change will be conclusively deemed acceptance of such change. NexusCircle.com may discontinue or revise any or all aspects of the NexusCircle Service without prior notice to you. Price and availability of products are also subject to change without notice. We reserve the right to correct online pricing errors. In such event, we reserve the right to correct the pricing error or cancel undelivered orders for such incorrectly priced products. You will be contacted in such circumstances. If any change is unacceptable to you, you may cancel your NexusCircle Service and terminate this Agreement.

Disclaimer of Warranty and Limitation of Liability :

Your use of the NexusCircle service, NexusCircle.com and the internet is entirely at your own risk. The NexusCircle service, NexusCircle.com and its contents are provided on an "as is", "as available" basis. To the fullest extent permitted by law NexusCircle.com disclaims all representations and warranties, including, but not limited to, warranties as to the availability, accuracy or content of information, products or services, and warranties of title, non-infringement, merchantability or fitness for a particular purpose. NexusCircle.com does not warrant that the functions provided by NexusCircle.com will be uninterrupted or error-free, or that NexusCircle.com or the server that makes it available are free from viruses or other harmful components.

Neither NexusCircle.com nor any of its directors, employees, agents, licensors or merchants (collectively, its "associates") shall be liable for damages of any kind, including, but not limited to, direct, indirect, incidental, punitive and consequential damages, arising from your use of, or inability to use, the NexusCircle service, NexusCircle.com, the internet or for any other claims related in any way to your relationship with NexusCircle.com.

Termination :

NexusCircle.com may suspend or terminate your access to the NexusCircle Service at any time for any reason with or without notice to you. You may terminate your NexusCircle Service at any time for any

reason by delivering notice in a manner provided in this Agreement which termination will be effective the day notice is received or such later date specified in the notice.

Legal and Miscellaneous :

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. This electronic record is generated by a computer system and does not require any physical or digital signatures.

(a) Arbitration

If any dispute arises between you and NexusCircle.com during your use of the Website or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of the User Agreement and Terms and Conditions the dispute shall be first referred to a sole Arbitrator who shall be an independent and neutral third party identified by NexusCircle.com. The place of arbitration shall be Indore. The Arbitration & Conciliation Act, 1996, shall govern the arbitration proceedings. The arbitration proceedings shall be in the English language.

(b) Applicable law

This site is created and controlled by NexusCircle.com. The laws of India shall apply and courts in Mumbai shall have jurisdiction in respect of all the terms, conditions and disclaimers. NexusCircle.com reserves the right to make changes to the website and the terms, conditions and disclaimers at any time and without information to the customers/users of the services/website of NexusCircle.com. Users are advised to regularly check for any amendments or updates to the terms and conditions contained herein.

CANCELLATION POLICY:

Cancellation of the event/membership is to be done via a formal email to Contact@nexuscircle.com. Cancellation of the same revokes all privilege provided to the member and all the access to multiple parts of the product

REFUND POLICY :

NexusCircle has a strict no refund policy for all events and membership. In case of dispute regarding the same, please write to Contact@nexuscircle.com

