

## E-com Terms of Use

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended under the aforementioned statute. 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 (Intermediary guidelines and digital media ethics code) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of [www.Cliffnovax.com](http://www.Cliffnovax.com) website (hereinafter referred to as "Website").

The domain name [www.cliffnovax.com](http://www.cliffnovax.com) is owned by Cliffnova-X Private Limited, a company incorporated under the Companies Act, 2013 with its CIN- **U74109JH2025PTC026109** and Registered Office at **C/O PAWAN KUMAR RAM, TUTTOLI, KHUNTI, RANCHI,835210 JHARKHAND** India and running business in the name and style of CliffnovaX (hereinafter referred to as "CliffnovaX").

For the purpose of these Terms of Use, wherever the context so requires "You" or "User" shall mean any natural or legal person who is a "Guest user" visits or uses the Website or who has agreed to become a buyer on the Website by registering their details on website as "Direct Seller" and/or "Registered User" using the computer systems. We allow the User to surf the Website without registering on the Website. The term "We", "Us", "Our", shall mean Cliffnova-X.

Access to and use of our website "[www.cliffnovaX.com](http://www.cliffnovaX.com)" and the information, materials, products available through our Website are subject to these terms of use and privacy policy and for purchase of goods, the Return & Exchange and Shipping Policy applies. (The Website Terms of Use). In addition, the Direct sellers terms & conditions shall apply to the Direct sellers as agreed by them.

Our Website provides information on Cliffnova-X products and services, is intended only for use from and in the Republic of India (India) and is based on the prevailing laws of India. Cliffnova-X disclaims any liability and responsibility for use of our Website from other countries.

When you use any Materials provided by us through the Website you will be subject to the rules, guidelines, policies, terms and conditions applicable to such services and they shall be deemed incorporated into the Terms of Use and considered a part and parcel of the Terms of Use. We reserve the right, at our sole discretion, to change, modify, add, or remove portions of the Terms of Use at any time and without any prior written notice to you. It is your responsibility to review the Terms of Use periodically for updates/changes. Your continued use of the Website following the changes will mean that you accept and agree to the revisions. As long as you comply with the Terms of Use, we grant you a personal, non-exclusive, non-transferable, and limited privilege to enter and use the Website.

### Definitions

#### A. "Company," "We," "Us," or "Our":

Refers to **Cliffnova-X Private Limited**, the operator of this e-commerce platform, with its registered office at **C/O PAWAN KUMAR RAM, TUTTOLI, KHUNTI, RANCHI,835210 JHARKHAND**

#### B. " User," "You," or "Your":

Refers to any Direct seller of the company, an individual or a guest user accessing or using the e-commerce website and services provided by the Company.

**C. "Website" or "Platform":**

Refers to the e-commerce website operated by the Company, accessible at <https://www.cliffnovaX.com/> .

**D. "Products" or "Goods":**

Refers to the goods available for purchase on our website.

**E. "Privacy Policy":**

Refers to the Company's policy outlining the collection, use, and protection of user information, as accessible on the Website.

**F. "Terms of Use", "Terms of Service" or "Terms and Conditions" :**

Refers to this document, outlining the terms and conditions governing the use of the Website and the purchase of Products.

**G. "Order":**

Refers to a user's request to purchase Products through the Website, including payment and delivery details.

**H. "Payment Information":**

Refers to the financial details provided by the user for the purpose of completing a purchase, including credit card information, billing address, and other relevant payment details.

**I. "Shipping and Cancellation Policy":**

Refers to the Company's policy outlining the procedures, costs, and timelines related to the delivery of purchased Products, as accessible on our website.

**J. "Return and Exchange Policy":**

Refers to the Company's policy governing the process of returning purchased Products and obtaining refunds, as accessible on our website.

**K. "Cookie":**

Refers to the Company's policy outlining the use of cookies on the Website and the measures available to users to manage cookie preferences.

**L. "Force Majeure":**

Refers to unforeseen events or circumstances beyond the Company's control that may affect its ability to fulfill orders or meet obligations, as outlined in the Terms of Use.

**Herein below are the Terms of Use:**

**1. Disclaimer**

a. The Website may contain inaccuracies and typographical and clerical errors. We expressly disclaim any obligation(s) to update this Website or any of the materials on the website. We do not warrant the accuracy

or completeness of the Materials or the reliability of any advice, opinion, statement or other information displayed or distributed through the Website and the App. You acknowledge that any reliance on any such opinion, advice, statement, memorandum, or information shall be at your sole risk.

b. We reserve the right, in our sole discretion, to correct any errors or omissions in any portion of the Website and the App. We may make any other changes to the Website, the materials and the products, programs, services or prices (if any) described in the Website at any time without notice. The Website is for informational purposes only and should not be construed as technical advice of any manner.

## **2. User Eligibility**

a. Use of the Website and the App 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 but not limited to minors, un-discharged insolvents, are not eligible to use the Website and the App.

b. If you are a minor i.e. under the age of 18 years, you shall not register as a User and shall not use the website and the App. As a minor if you wish to use the website and the App, such use may be made by your legal guardian or parents on the Website. We reserve the right to terminate your registration or refuse to provide you with access to the Website if it is brought to our notice or if it is discovered that you are under the age of 18 years. Any act of minor while accessing our Website, shall incur the sole responsibility of the legal guardian of such minor.

## **3. Your Account and Registration Obligations**

a. If you use the Website, you shall be responsible for maintaining the confidentiality of your User Name and Password and you shall be responsible for all activities that occur under your User Name and Password. You agree that if you provide any information that is untrue, inaccurate, not current or incomplete or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with this Terms of Use, we shall have the right to indefinitely suspend or terminate or block access of your account and refuse to provide you with access to the Website.

b. In case of any unauthorized use of the user’s name & password by any other person than those authorized to access our Website, we shall reserve the right to suspend or terminate or block the access of such unauthorized use.

## **4. Placing an Order**

a. Placing of the order is considered to be an offer made by you to us to buy the selected Products. An order is considered to be placed when the following steps have been completed:

i. For ordering online via website, you select the Products you wish to purchase by using the option “add to shopping cart”; you may at any time review and modify the content of the shopping cart by changing the quantity of Products, deleting Products or removing the entire content of the shopping cart.

ii. You have to provide the Personal Data necessary to allow delivery and select your preferred method of delivery and payment.

iii. Upon acceptance of your order, an order confirmation will be sent to you by text/ e-mail at which point the purchase contract will come into existence. We may refuse to accept your order without stating a

reason for rejection. In case of such rejection, any payment made will be refunded in full to the original source account.

iv. In addition to the order confirmation, you will receive details of your Products shipped to you and all other necessary information.

b. Orders completed and paid for cannot be cancelled by you.

c. Orders can be placed at any time during the day save for certain limited unavailability of website and the app.

d. Not all Products will be available at all times. If a Product is out of stock at the time you place your order, we will use reasonable means to inform you before your order is finalized so that you can change or cancel the order.

e. For details on how to place order, make payment, delivery and related information please connect with the Customer care support via email – [ecom@cliffnovax.com](mailto:ecom@cliffnovax.com).

## **5. 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 such other mode of communication, electronic or otherwise.

## **6. Password Protected Parts of the Website**

a. The password-protected parts of the CliffnovaX Website are intended exclusively for Direct Sellers and Registered Users in India. You can sign-up on the Website with your personal details (for Registered Users) and registered Direct sellers ID (for Direct sellers).

b. We do not assume any responsibility for Passwords given to third parties and the users must be responsible to protect from unauthorized access of such User Name and Password. If you become aware of any unauthorized use of your password, you should notify us immediately. Cliffnova-X disclaims any liability and responsibility for damage caused as a result of unauthorized use of passwords.

## **7. Privacy Statement and Policies**

a. All personal data provided to us while using our Website will be handled in accordance with our Privacy Policy and as per the applicable laws.

b. All information provided to use during the use of our Website must be correct, complete, and up to date. If we have reason to believe that incorrect, incomplete or outdated information has been provided, your access to our website may be limited or blocked.

## **8. Intellectual Property Rights**

a. The materials made available on our Website are protected by intellectual property rights, including copyrights, trade names and trademarks are owned by us or used by us under a license or with permission from the owner of such rights. Materials protected by such intellectual property rights include the design, layout, look, appearance, graphics, photos, images, articles, stories and other materials available on our Website (collectively, Website Materials).

b. Website Materials may only be reproduced, distributed, published or otherwise publicly presented based on a prior written consent by Cliffnova-X. As an exception to this rule, Cliffnova-X grants Direct Sellers a limited, non-exclusive, revocable license to use Website Materials solely for the purposes of operating their Direct Sellers businesses by downloading, storing, printing, copying, sharing and displaying Website Materials, provided that the Material is unaltered and the source of information is quoted in case any Website Materials are disclosed to third parties. This should be in consonance with the terms of Direct Sellers Agreement.

c. The right to use the password-protected parts of our Website as a Direct Seller or a Registered User ends on termination of the respective Direct Seller Agreement or the terms of use without the need for any further actions by Cliffnova-X. In the event of termination thereof, the Direct Seller or Registered User must delete or destroy all stored, printed or copied materials, unless they must be retained to comply with legal requirements.

## **9. Links to Other Websites**

We may link to other websites which are not within our control. We are not responsible or liable for the information or materials made available by such third-party websites. We encourage you to read the terms of use and privacy statements of all third-party websites before using such websites or submitting any personal data or any other information on or through such websites.

## **10. Disclaimer of Warranties and Indemnification**

a. We make reasonable efforts to ensure that the information and materials provided on this Website are correct. However, we cannot guarantee the accuracy of all information and materials and do not assume any responsibility or liability for the accuracy, completeness or authenticity of any information and materials published on this Website.

b. We do not warrant that the operation of this Website will be completely secure or uninterrupted. However, we try to take necessary measures for smooth operation of this website.

c. We do not guarantee that the Website will be compatible with the equipment and software which you may use and do not guarantee that our website will be available all the time or at any specific time.

d. The Website may occasionally, and for limited periods of time, not be available due to maintenance or for various technical reasons. Cliffnova-X will not be responsible for such unavailability and will reject any claims thereof by Registered Users, Direct Sellers or by other visitors.

## **11. Restricting or Blocking Access**

In case of a violation of these Terms of Use, particularly in case of use of the Website for other than its intended use, access to the Website may be restricted or blocked. Cliffnova-X reserves the right to partially or entirely alter, block, or discontinue the Cliffnova-X Website or its content at any time and for any reason.

## **12. Severability Clause**

If any part, term or provision of this Terms of Use is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Terms of Use did not contain the particular part, term or provisions held to be illegal or invalid.

## **13. Force Majeure**

We shall not be considered in breach of guarantee or terms of service and shall not be liable to you for any cessation, interruption, or delay in the performance of its obligations by reason beyond our control including but not limited to natural disasters, pandemics, fire, an act of God or public enemy, famine, plague, the action of court or public authority, change in law, explosion, war, terrorism, armed conflict, labor strike, lockout, boycott or similar event beyond our reasonable control, whether foreseen or unforeseen.

#### **14. Indemnity**

a. To the extent permitted by applicable law, neither Cliffnova-X nor its affiliates shall be liable for any direct, indirect, consequential or other damages whatsoever, including but not limited to property damage, loss of use, loss of business, economic loss, loss of data or loss of profits, arising out of or in connection with your use or access to, or inability to use or access the Website and the App or its content.

b. You shall indemnify and hold harmless Cliffnova-X, 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.

#### **15. Limitation of Damages**

In no event shall Cliffnova or any of its subsidiaries or affiliates be liable to any entity for any direct, indirect, special, consequential or other damages (including, without limitation, any lost profits, business interruption, loss of information or programs or other data on your information handling system) that are related to the use of, or the inability to use, the content, materials, and functions of this Website or any linked website.

#### **16. Applicable Law and Jurisdiction**

Terms of Use shall be governed by and interpreted and construed in accordance with the laws of India. The courts of Ranchi, Jharkhand have exclusive jurisdiction and venue for any disputes arising from or in connection with the use of Website and or these Terms of Use.

#### **17. Feedback**

The users can share their experiences and feedback with us at our email address-[feedback@CliffnovaX.com](mailto:feedback@CliffnovaX.com)

#### **18. Notice**

If you have any comments or inquiries about these Terms of use or if you would like to update information, we have about you or to exercise your rights, you may contact our Grievance Officer as per the grievance redressal mechanism available on our website