



**Terms of Use for "MOM I CAN" :-**

The Terms and Conditions and policies about Privacy, Fees, Payments, Promotions, Delivery, Returns and Refund together shall form the entire Terms of Use for using this forum and "MOM I CAN" products.

**DESIDERATUM SCHEDULE :**

These terms of use, read together with the (i) Privacy Policy, (ii) Fee and Payment Policy, (lii) Delivery Policy, (Iv) Return and Refund Policy constitute a legal and binding agreement between you and MOM I CAN, a partnership firm incorporated under the laws of India, having it's corporate office at No. 203 & 203, Ocus Quantum, Sec. 51, Gurugram - 122003 ("MOM I CAN").

The Terms of Use, inter alia, provides the terms that govern your access to use (i) MOM I CAN's website : WWW.MOMICAN.IN, and its mobile and tablet/digital electronic applications ("Platforms"), (iii) MOM I CAN's online/offline/all kind of educational products and life skill development products, which inter alia facilitates the purchase of MOM I CAN merchandise and such other products sold by MOM I CAN ("Products") through the Platforms, and (iv) and any other service that may be provided by MOM I CAN from time to time (collectively referred to as the "Services").

You hereby understand and agree that the Terms of Use form a binding contract between MOM I CAN and anyone who accesses, browses, or purchases the Products and uses the Services in any manner ("User") and accordingly, you hereby agree to be bound by the terms contained in the Terms of Use. If you do not agree to the terms contained in the Terms of Use, you are advised not to proceed with purchasing the Products or using the Services. The terms contained in the Terms of Use shall be accepted without modification. The use of the Services would constitute acceptance of the terms of the Terms of Use.

### **Terms And Conditions Applicable To Users :**

Users must be 18 years of age or older to register, or visit or use the Services in any manner. By registering, visiting or using the Services, you hereby represent and warrant to MOM I CAN that you are 18 years of age or older, and that you have the right, authority and capacity to use the Services, and agree to abide by the Terms of Use. If a User is below 18 years of age, it is assumed that he/she is using/browsing the Platforms under the supervision of his/her parent or legal guardian and that such User's parent or

legal guardian has read and agrees to the terms of this Terms of Use, including terms of purchase of Products, on behalf of the minor User. If it is brought to the notice of MOM I CAN that a User is under the age of 18 and is using/browsing the Platforms without the supervision of his/her parent or legal guardian, MOM I CAN reserves the right to deactivate such User's account without further notice.

**The Terms of Use are governed by the provisions of Indian law, including, but not limited to:**

- A) The Indian Contract Act, 1872;
- B) The Information Technology Act, 2000;
- C) The rules, regulations, guidelines and clarifications framed thereunder, including the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 ("SPI Rules")
- D) The Information Technology (Intermediaries Guidelines) Rules, 2011 ("IG Rules").
- E) Any other applicable law or statute as per the law of the land.

The contents of Services, information, text, graphics, images,

logos, button icons, software code, interface, design and the collection, arrangement and assembly of the content on the Platforms or any of the other Services are the property of MOM I CAN exclusively . MOM I CAN's associates, affiliates, suppliers, vendors have no copyright or interest or share in the same. All such Digital or physical content including Intellectual Properties such as Industrial Designs (“MOM I CAN Content”) are protected under copyright, trademark and other applicable laws. You shall not modify, replace, duplicate or in any manner copy the MOM I CAN Content or reproduce, display, publicly perform, distribute, reverse engineer or otherwise use the MOM I CAN Content in any way for any public or commercial purpose or for personal gain.

MOM I CAN authorises user to view and access the MOM I CAN Content solely for identifying Products, carrying out purchases of Products and processing returns and refunds, in accordance with Return and Refund Policy, if any. MOM I CAN, therefore, grants user a limited, revocable permission to access and use the Services. This permission does not include a permission for carrying out any resale of the Products or commercial use of the MOM I CAN Content, any collection and use of product listings, description, or prices, and, any derivative use of the Platforms or of MOM I CAN Content.

As means to assist the Users in identifying the Products of their choice, MOM I CAN provides visual representations on the Platforms including graphics, illustrations, photographs, images, videos, charts, screenshots, infographics and other visual aids. While reasonable efforts are made to provide accurate visual representations, MOM I CAN disclaims any guarantee or warranty of exactness of such visual representation or description of the Product, with the actual Product ultimately delivered to Users. The

appearance of the Product when delivered may vary for various reasons.

Users may make purchases on the Platforms. For the purposes of identifying a User, MOM I CAN may, from time to time, collect certain personally identifiable information such as user first name and last name, email address, mobile phone number, postal address, other contact information, demographic profile, etc. Users may also register themselves on the Platforms. Registration on the Platforms is one-time and you are required to remember your username and password and keep the same confidential. In the event where you have misplaced your username and password details, you can retrieve and change the same using the “forgot username/password” option on the Platforms.

The User shall assume all risks, liabilities, and consequences if his/her account has been accessed illegally or without authorisation through means such as hacking and if through such unauthorised access, a purchase of Products has been made through the Services. It is specifically clarified that payments of monies towards any Products purchased through the Services by unauthorised or illegal use of the User’s account shall entirely be borne by the User.

Display of Products for purchase on the Platforms is merely an invitation to offer. An order placed by a User for purchase of a Product constitutes an offer. All orders placed by Users on the Platforms are subject to the availability of such Product, MOM I CAN’s acceptance of the User’s offer and the User’s continued adherence to the terms of the Terms of Use.

You agree to maintain and promptly update all data provided by

you and to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current, incomplete, or if MOM I CAN has reasonable grounds to suspect that the information provided by you is untrue, inaccurate, not current, incomplete, or not in accordance with the terms of the Terms of Use, MOM I CAN reserves the right to indefinitely suspend, terminate or block user access to the Platforms, and refuse to provide you with access to the Platforms in future.

All rights and liabilities of MOM I CAN with respect to any Services to be provided by it shall be restricted to the scope of the Terms of Use. In addition to the Terms of Use, you shall also ensure that you are in compliance with the terms and conditions of the third parties, whose links are contained/embedded in the Services. It is hereby clarified that MOM I CAN shall not be held liable for any transaction between you and any such third parties.

You understand that on your registration as a User or on your purchase of Products on the Platforms, you may receive text messages (including through internet-based mobile messaging) and/or emails from MOM I CAN on your registered mobile number and/or email address. These messages and/or emails could relate inter alia to your registration, MOM I CAN's acceptance or rejection of your offer to purchase a Product, payment information, Product despatch information, information pertaining to other activities you carry out on the Platforms and information pertaining to the promotions that are undertaken by MOM I CAN (or third parties in connection with the Platforms) from time to time. It is specifically clarified that a text message and/or an email confirming the receipt of your order is not an acceptance from MOM I CAN that the Product will be delivered. MOM I CAN's acceptance to your offer to purchase shall occur and conclude only when the products

have been despatched by MOM I CAN and a text message and/or email confirming such despatch has been sent to you. MOM I CAN, at all times, reserves the right to limit the quantity of items in, or cancel an order prior to despatch.

Any communication from MOM I CAN shall be sent only to your registered mobile number and/or email address or such other contact number or email address that you may designate, for any particular transaction. You shall be solely responsible to update your registered mobile number and/or email address on the Platforms in the event there is a change. Further, MOM I CAN may also send you notifications and reminders with respect to scheduled deliveries of the purchased Products. While MOM I CAN shall make every endeavour to share prompt reminders and notifications relating to the delivery of purchased Products with you, MOM I CAN shall not be held liable for any failure to send such notifications or reminders to you.

MOM I CAN may, at any time and without having to service any prior notice to you: (i) upgrade, update, change, modify, or improve the Services or a part of the Services in a manner it may deem fit, and (ii) change the contents of the Terms of Use in substance, or as to procedure or otherwise; in each case which will be applicable to all Users. You hereby agree that this is in the fairness of things given the nature of the business and its operations and you will abide by them. As such, you must keep yourself updated at all times and review the terms of the Terms of Use from time to time. Such changes shall be made applicable when they are posted. MOM I CAN may also alter or remove any content from the Platforms without notice.

While MOM I CAN shall make reasonable endeavours to maintain high standards of security and shall provide the Services by using reasonable efforts, MOM I CAN shall not be liable for any interruption that may be caused to your access or use of the Services.

Access to and registration on the Platforms is free of cost. Although unlikely, MOM I CAN may modify the Fee, Payment and Promotions Policy to include a fee on access and browsing of the Platforms, or for use of any new service introduced by MOM I CAN without serving prior notice on the Users.

The Services included on or otherwise made available to the Users through the Platforms are provided on an “as is” and “as available” basis without any representations or warranties, express or implied, except if otherwise specified in writing. MOM I CAN does not covenant or warrant that:

The Services will be made available at all reasonable times as defined from time to time by MOM I CAN ;

The MOM I CAN Content available on the Platforms is complete, true, accurate or non-misleading; and

The Products are of specified merchantability, merchantable quality and fit for use for a particular purpose.

The User hereby affirms that the information provided by him / her



is true, correct and complete to the best of his / her knowledge and belief. The User agrees and understands that he / she will be solely responsible in the event of any inaccuracy or deviation therefrom at a later stage.

### **User Covenants And Obligations :-**

As mandated under the provisions of Regulation 3(2) of the IG Rules, MOM I CAN hereby informs you that you are prohibited from hosting, displaying, uploading, modifying, publishing, transmitting, updating or sharing any information that:

A) Belongs to another person and to which you do not have any right;

B) Is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating to or encouraging money laundering or gambling, or otherwise harmful in any manner whatsoever;

C) Harms minors in any way;

D) Infringes any patent, trademark, copyright or other proprietary rights;

E) Violates any law for the time being in force;

F) Deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

G) Impersonates or defames another person; or

H) Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource.

**You are also prohibited from :-**

A) Violating or attempting to violate the integrity or security of the Platforms or the MOM I CAN Content;

B) Transmitting any information on or through the Platforms that is disruptive or competitive to the provision of Services by MOM I CAN;

C) Intentionally submitting on the Platforms, false or inaccurate information;

D) Using any engine, software, tool, agent or other mechanism (such as spiders, robots, avatars, worms, bots, intelligent agents, etc.) to navigate or search the Platforms;

E) Attempting to decipher, decompile, disassemble or reverse engineer any part of the Platforms; or

F) Copying or duplicating in any manner any of the MOM I CAN Content.

**You are also obligated to :-**

A) Refrain from acquiring any ownership rights by downloading the MOM I CAN Content;

B) Read the Terms of Use and agree to accept the terms and conditions set out therein;

C) Refrain from copying or modifying the MOM I CAN Content available on the Platforms for any purpose;

D) Comply with all applicable laws in connection with your use of the Platforms;

E) Not refuse the delivery of purchased Products except when damages and deficiencies can be identified upfront at the time of delivery; and

F) Use the Products for personal, non-commercial use.

You hereby authorise MOM I CAN to declare and provide declarations to any Governmental authority on request on your behalf, including that the Products ordered by you are for personal, non-commercial use.

MOM I CAN may disclose or transfer information provided by you to its affiliates in India and other countries, and you hereby consent to such transfer. In terms of the SPI Rules, MOM I CAN can transfer sensitive personal data or information to any other body corporate or a person that ensures the same level of data protection that is adhered to by MOM I CAN as provided for under the SPI Rules, only if such transfer is necessary for the performance of the lawful contract between MOM I CAN or any person on its behalf and the User or where you have consented to such data transfer.

### **Third Party Information :-**

All information in relation to third parties as available on the Platforms (collectively referred to as “Third Party Information”) are provided solely for your reference. MOM I CAN is not endorsing the Third Party Information and is not responsible for any errors and representation nor is it associated with it and you shall access the Third Party Information at your own risk.

Further, it is up to you to take sufficient precautions to ensure that whatever links you select, whether from the Platforms, or other Services, is free of such items such as, but not limited to, viruses, worms, Trojan horses, defects and other items of a destructive nature.

### **Intellectual Property Rights :-**

All the intellectual property used on the Platforms by MOM I CAN, including the MOM I CAN Content, shall remain the property of MOM I CAN exclusively. Except as provided in the Terms of Use, the materials may not be modified, copied, reproduced, distributed, republished, downloaded, displayed, sold, compiled, posted or transmitted in any form by any means, including but not limited to, electronic, mechanical, photocopying, recording or other means, without the prior express written permission of MOM I CAN.

### **Unlawful Or Prohibited Use :-**

You warrant to MOM I CAN that you will comply with all applicable laws, statutes, ordinances and regulations regarding the use of the Services and any other related activities. You further warrant that you will not use the Platforms in any way prohibited by terms contained in the Terms of Use or under applicable law.

### **Liability :-**

You acknowledge and undertake that you are accessing the Services and purchasing the Products at your own risk and that you are using prudent judgment before placing an order for a Product or availing any Services through the Platforms. MOM I CAN shall, at no point, be held liable or responsible for any representations or warranties in relation to the Products. Refund of the price paid for the purchase of a Product or replacement

thereof shall be governed by the Return and Refund Policy which may be accessed here.

MOM I CAN does not provide or make any representation, warranty or guarantee, express or implied about the Platforms, Products or the Services, and all implied warranties under law or contract are to the maximum extent possible hereby disclaimed.

The maximum aggregate liability of MOM I CAN, in respect of all Services provided, and all transactions undertaken by the User by using the Services, shall be limited to a maximum of INR 1,000 (Indian Rupees one thousand).

#### **Indemnity :-**

You hereby agree to indemnify and hold harmless MOM I CAN , its affiliates, partners, employees, consultants, licensors, agents and representatives from any and all claims, losses, damages, and/or costs (including attorney fees and costs) arising from (i) your access to or use of the Services or Products, (ii) violation of the Terms of Use, (iii) infringement, or infringement by any other user of your account with MOM I CAN, (iv) action or inaction on behalf of MOM I CAN 's third party affiliates, manufacturers, vendors, suppliers and logistic partners in providing services; and (v) infringement of any intellectual property or other right of any person or entity. MOM I CAN shall notify you promptly of such claim, loss, liability, or demand, and in addition to your foregoing obligations, you agree to provide MOM I CAN with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage or cost.

### **Grievance Reporting :-**

In accordance with the provisions of the SPI Rules, any grievances which you may have with respect to the information shared by you with MOM I CAN hereunder and its treatment, may be directed to the following Email id : \_\_\_\_\_

### **Severability :-**

If any provision of the Terms of Use is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and the remaining part of such provision and all other provisions of the Terms of Use shall continue to be in full force and effect.

### **Term And Termination :-**

The Terms of Use will remain in full force and effect while you use any Service in any form or capacity.

MOM I CAN reserves the right to terminate its Services provided to you in the event of breach of any terms contained in the Terms of Use, misrepresentation of information, any unlawful activity or if MOM I CAN is unable to verify or authenticate any information you submit to it.

Any provision of the Terms of Use which imposes an obligation or creates a right that by its nature will be valid after termination or expiration of the Terms of Use ; shall survive the termination or expiration of the Terms of Use.

**Dispute Resolution And Governing Law :-**

The Terms of Use and any contractual obligation between MOM I CAN and you under the Terms of Use shall be governed by the laws of Gurugram, State of Haryana - India, subject to the exclusive jurisdiction of the courts at Gurugram.

All disputes will be subject to arbitration at Gurugram, Haryana in accordance with the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be conducted in the English language. MOM I CAN shall have the exclusive right to appoint the arbitrator of it's choice and the user shall not object to such appointment. All cost pertaining to Arbitration Proceedings shall be borne by the respondent exclusively.

Arbitration awards shall be reasoned awards and shall be final and binding on MOM I CAN and the disputing User, and shall be enforceable in any court of competent jurisdiction.

**Waiver :-**

MOM I CAN's failure to enforce any provision of the Terms of Use or respond to a breach by a User or User shall in no way imply a waiver of MOM I CAN's right to subsequently enforce any provision of the terms of the Terms of Use or to act with respect to similar breaches by a User or User.



**Notices :-**

All notices and communications shall be in writing, in English and shall be deemed given if delivered by speedpost or courier or sent by email, with due acknowledgment or complete transmission to the following address:

Postal Address : No. 203 & 203, Ocus Quantum, Sec. 51, Gurugram - 122003

Email Address: \_\_\_\_\_

**Interpretation :-**

Headings, subheadings, titles, subtitles to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of the Terms of Use and shall be ignored in construing the same.

Words denoting the singular shall include the plural and words denoting any gender shall include all genders.

The words "include" and "including" are to be construed without limitation.

GSTIN Information :

Name : MOM I CAN

GST Number : 06ABGFM0882R1ZN

### **Return and Refund Policy :-**

In keeping with MOM I CAN' goal of ensuring User satisfaction, this return and refund Policy ("Return and Refund Policy"), together with the Terms of Use, sets out MOM I CAN' procedures and policies in accepting Product returns, once a Product has been delivered to a User after purchase from the Platforms. Any return of Products by Users shall be governed by and subject to the terms and conditions set out under this Return and Refund Policy.

Users are required to peruse and understand the terms of this Return and Refund Policy. If you do not agree to the terms contained in this Return and Refund Policy, you are advised not to accept the Terms of Use and may forthwith leave and stop using the Platforms. The terms contained in this Return and Refund Policy shall be accepted without modification and you agree to be bound by the terms contained herein by initiating a request for purchase of Product(s) on the Platforms.

### **Terms Of Return And Refund :-**

If the User is dissatisfied with the purchased Product received from MOM I CAN, or in the event where there are defects and deficiencies in the Product (attributable to, and accepted by MOM I

CAN, after due verification at its sole discretion), a User may initiate a request for returning the Product on the Platforms. The User shall initiate such requests for a return not later than 30 (thirty) days from the date on which he/she received the delivery of the Product. While raising a request for return on the Platforms, the User shall have the option to seek a refund of the money paid by him/her towards the purchase of the Product. The User will be required to produce a copy of the original invoice at the time of placing a request for return or exchange of Products. MOM I CAN reserves the right to alter and enforce this Return and Refund Policy at any time without having to serve a prior notice on the User.

A User is permitted to fully or partially cancel orders prior to its dispatch from MOM I CAN. Upon successfully placing an order on the Platforms and after MOM I CAN has successfully handed over the Product(s) to its Logistic Partner (as defined in the Delivery Policy), the User will receive a unique tracking identity number, which will enable the User in tracking the status of delivery of the purchased Products. Prior to the dispatch of the purchased Products, should the User decide to cancel the purchase, the User can do so by referencing the unique tracking identity number received by the User and requesting MOM I CAN to process a cancellation by sending an email to \_\_\_\_\_. In all events of cancellation, prior to the dispatch of the purchased Products, MOM I CAN shall initiate refunds within 7 (Seven) business days from the date on which it received the request from the User. The refund will reflect in the User's bank account and/or the User's store credit within such reasonable time (subject to the policies of the User's bank) from the date on which MOM I CAN initiates the refund. All refunds, except for refund to store credit, shall be subject to applicable charges as may be deducted by the User's bank.

If a User has purchased Products which form a part of a package of other Products, or if the Product forms a part of a promotional package (collectively, the “Bundled Package”), the User shall be required to return all the Products that form a part of the Bundled Package for MOM I CAN to process refunds. For illustrative purposes, if the User has purchased a Life Skill Development Kit as 1 (one) Product in a promotional package which has an additional product bundled free alongwith it, the User will be required to return both the Life Skill Development Product and the bundled free and will not be permitted to return either of the two from the Bundled Package.

User can return the purchased products only in case of a manufacturing defect:

Return of or refund for purchased Products shall not be entertained by MOM I CAN if :

It is satisfied that the Product has been used for reasons apart from those intended to be used, then MOM I CAN shall reserve the right to reject the return of the Product;

The price tags, brand tags, box, original packaging material, and accessories have been damaged or discarded by the User;

The serial number/bar code of the Product, as applicable, does not match MOM I CAN’s records;

The accessories delivered with the Product are not returned along with the Product, in an undamaged condition;

There are any dents, scratches, tears or any other damage to the Products or any part thereof;

In the case the Products sought to be returned are not sealed in the packaging provided by MOM I CAN;

The gifts/promotional material (if any) accompanying the purchased Product have not been returned, or upon being returned, show signs of being used or defect; or

MOM I CAN is satisfied that the Product has been rendered defective or unusable.

MOM I CAN shall not accept return or refund requests raised for any such Products that may be specified by MOM I CAN from time to time.

MOM I CAN shall initiate a process of refund of the money paid by the User towards purchase of a Product, if upon conducting quality checks, it is satisfied that the Product being returned entitles the User to a refund. It is further clarified that the MOM I CAN shall not be required to make any refund in respect of any Product that it deems ineligible for a refund based on such quality checks.

It is expressly clarified that the refund entitled to by a User shall not include money paid towards shipping charges or any other such charges applicable from time to time, except in case of a Product having a defect at the time of delivery (for reasons attributable to, and accepted by MOM I CAN after due verification at its sole discretion).

MOM I CAN shall make all reasonable attempts to keep the User apprised of the status of refund through updates shared on the User's registered mobile number and email address. MOM I CAN disclaims all liabilities that may arise on account of its failure to keep the User apprised of the status of the refund.

In the event a User returns a Product that is not accompanied by the accessories, gifts or other items originally bundled with such Product, MOM I CAN shall have the right, exercisable at its sole discretion, to (i) (a) refuse to accept the return of such Product, or (b) process any refund thereof, or (ii) deduct the amount payable in respect of such items from the amount of refund such User is entitled to.

MOM I CAN shall, subject to the satisfactory completion of required quality checks on the returned Products, initiate a refund request. If the request for refund is undisputed by MOM I CAN, the refund should reflect in the User's bank account and/or the User's store credit within such reasonable time (subject to the policies of the User's bank in case of bank account/credit card refunds) from the date on which MOM I CAN initiates the refund.

Refunds shall be processed by MOM I CAN through its normal banking channels except in cases where a User had utilised existing store credit for purchase of Products or opted for the cash on delivery option. Where a User had utilised existing store credit or the cash on delivery option for payment towards the purchased Products, MOM I CAN shall process all refunds into the User's store credit. Further, should the User have used more than 1 (one) payment option for the purchase of Products on the Platforms, MOM I CAN shall process all refunds through a Payment Option (as defined in the Fee, Payment and Promotions Policy) MOM I CAN deems fit, in its sole discretion, to process such refunds. Once the amount is refunded as store credit to a User's MOM I CAN account, it cannot be further refunded to any other bank account or as cash, and would continue to remain in the User's MOM I CAN account until exhausted for shopping on the Platforms.

For the purpose of illustration, if a User purchases a Product worth INR 1,000 (Indian Rupees One thousand) and pays INR 500 (Indian Rupees Five hundred) for the purchase of such Product using available store credit, and the remaining INR 500 through his credit card, and such amount is to be refunded pursuant to the refund criteria set out under this Return and Refund Policy being met, then MOM I CAN may choose to refund, at its sole discretion, INR 500 (Indian Rupees Five hundred) to such User's store credit account and the remaining INR 500 (Indian Rupees Five hundred) to the User's credit card source account, or both the amounts only as store credit.

Return of purchased Products are facilitated through MOM I CAN' reverse-logistics partners. Upon a User making a request for return of Product on the Platforms and the same being duly acknowledged by MOM I CAN, MOM I CAN' reverse-logistics

partners shall get in touch with the User in order to collect the purchased Products from the User and delivering it to MOM I CAN.

### **Grievance Redressal**

Any grievances relating to the Return and Refund Policy may be directed by you to the grievance officer of MOM I CAN who can be contacted at the following email id of :- \_\_\_\_\_.

### **Fees and Payments**

#### ***Who Is MOM I CAN ?***

MOM I CAN, a firm incorporated under the laws of India, having its registered office at No. 203 & 203, Ocus Quantum, Sec. 51, Gurugram - 122003 ("firm"), operates www.MOMICAN.in and its mobile and tablet applications ("Platforms"), which inter alia facilitates the purchase of electronics, toys, and such other products sold by the firm under the 'MOM I CAN' brand ("Products") to the users of the Platforms ("Users").

#### ***What Is This Fees And Payments Policy ?***

This Fees and Payments Policy ("FPP Policy"), together with the Terms of Use describes MOM I CAN' accepted payment methods, and MOM I CAN' policies and procedures in relation to acceptance of fees and payments towards the services offered through the Platforms. MOM I CAN' primary object is to ensure that the Platforms are user friendly and equipped with reasonably expected



security infrastructure to protect any financial information which may be shared by Users.

Users are required to peruse and understand the terms of this FPP Policy. If you do not agree to the terms contained in this FPP Policy, you are advised not to accept the Terms of Use and this FPP Policy and may forthwith leave and stop using the Platforms. The terms contained in this FPP Policy shall be accepted without modification and accordingly, you agree to be bound by the term contained herein.

### ***Fees And Payment Options***

MOM I CAN does not levy any fee for browsing the Platforms. MOM I CAN may, in future, consider levying fees on the Users for using the Platforms as a whole, or for use of certain features of the Platforms. In such an event, you agree to pay any such fees, as applicable. MOM I CAN does not covenant or guarantee providing you with a notice prior to enforcing such a levy of fees. Your continued usage of the Platforms after such change in the fees will be considered to be your acceptance of such changes.

In order to ensure User convenience, MOM I CAN offers multiple payment options to Users. MOM I CAN, without prior notice to Users, reserves the right to add or delete payment options from the ones listed below:

Payment through net banking facilities;

Payment through select credit cards;

Payment through select debit cards;

Payment through store credit;

Payments through cash on delivery; and

Payments through prepaid payment instruments and electronic wallets;

Any other payment option as may be provided by MOM I CAN from time to time.

The payment options referred to above shall hereinafter collectively be referred to as "Payment Options". While reasonable endeavours are made to offer the Payment Options through varied banking channels, presently, MOM I CAN accepts payments only from major, select banking avenues. MOM I CAN does not accept payments made through international debit/credit cards.

It is expressly clarified that accepting a User's payment through the Payment Options is solely at MOM I CAN' discretion. MOM I CAN reserves the right to reject payment from a User through the Payment Options for any reason whatsoever. In order to further validate a User's transaction, MOM I CAN may request the User to submit a copy of the User's photo identity proof (such as the

User's PAN card), failing which, MOM I CAN reserves the right to reject a User's payment made through the Payment Options.

While using the Payment Options, Users agree to provide correct, complete and accurate financial information such as credit/debit card details or prepaid payment instrument account details which may be stored by MOM I CAN' third party payment gateway provider. Users shall not use a credit/debit card or prepaid instrument which is not lawfully owned by him/her or which the User has not been lawfully authorised to use. The User shall solely be responsible for the security and confidentiality of his/her financial information. MOM I CAN disclaims all liabilities that may arise as a consequence of any unauthorised use of the User's financial information and/or identity, including, details relating the Payment Options.

MOM I CAN shall not be held responsible and shall not assume any liability in respect of any loss or damage suffered by a User owing to:

- a lack of authorisation for any transaction, including such transactions carried out on gift cards and vouchers issued to Users as a part of MOM I CAN' promotions;
- the exceeding of the credit/debit limit mutually agreed between the User and the issuing bank;
- any payment issue arising out of technical glitches occurring during a transaction; or

- a declination of transaction for reasons beyond MOM I CAN' control.

MOM I CAN reserves the right to impose limits on the number of transactions a User may undertake over the Platforms. Should the User exceed such transaction limits imposed by MOM I CAN, MOM I CAN reserves the right to refuse to process such transactions. MOM I CAN may refuse to process transactions emanating from Users who have suspicious or questionable transaction history on the Platforms. Should MOM I CAN be dissatisfied with the credibility of a User or the genuineness of a transaction carried out on the Platforms, MOM I CAN shall have the right to reject such transactions. MOM I CAN may also choose to delay the dispatch of Products purchased by such Users or cancel the entire purchase at its sole discretion. The User agrees that MOM I CAN shall not be liable for any damage, interests or claims resulting from MOM I CAN' decision to not process a transaction or delay in the processing of a transaction on account of a User's suspicious activity on the Platforms.

Unless specified otherwise, all the Products listed on the Platforms shall be sold in Indian Rupees either at maximum retail price or at an offer or discounted price, with or without applicable taxes. Despite MOM I CAN' best efforts, there may be instances of mispricing of Products on the Platforms during or after the process of purchase of Products has been carried out by the User. While thorough processes of verification are carried out prior to the publication of Product prices on the Platforms, errors and discrepancies arising out of technical glitches and time lags is unavoidable. For avoidance of doubt, MOM I CAN' curative actions that will arise in the event of a price difference arising on the

actual maximum retail price of a Product against the price published on the Platforms is set out below:

If the maximum retail price of the Product delivered to the User is lower than the price published on the Platforms, the User shall, within 24 (twenty-four) hours from the time when he/she received the Product, intimate MOM I CAN by writing an email to : \_\_\_\_\_ (Monday to Friday – 10:00 am to 5:00 pm IST) in each case resulting in an acknowledgment. Upon MOM I CAN being satisfied of the User's claim, the difference in the purchase price against the maximum retail price shall be refunded as store credit or transferred into the User's bank account within 15 (fifteen) working days from the date of receiving the written notice from the User.

If the maximum retail price of the Product listed on the Platforms is higher than what has been published and if MOM I CAN is not providing an offer or discount on such Products, MOM I CAN shall have the right to reserve the despatch of the purchased Products until the error on the Platforms have been rectified and the User pays the difference amount. If the User refuses to pay the difference, the User is entitled to seek a cancellation and the monies paid by the User shall be refunded as store credit or transferred into the User's bank account within 15 (fifteen) working days by MOM I CAN.

In order to process such refunds, the User will be required to send an email to MOM I CAN at \_\_\_\_\_. Thereafter, the User will receive a refund if the initial mode of payment for the order was 'cash on delivery'. If the initial mode of payment for the order was through a Payment Option other than the 'cash on delivery'

option, MOM I CAN may transfer the refund to the User's source account that was used to make the initial payment.

To enable Users to make payments for buying Products on the Platforms, in addition to this FPP Policy, the terms and conditions of the User's bank, applicable financial institution and/or card issuing association may be applicable. The User's bank, financial institution or card issuing association may decline or prevent the User from making electronic payments for buying the Products on the Platforms and MOM I CAN does not control the same and hence, shall not be at any point in time held liable.

MOM I CAN may, from time to time contract with third party payment service providers including banks, to open nodal bank accounts under applicable Indian laws. This will be done to facilitate the payments between Users and other third parties, apart from MOM I CAN. These third parties may include other service providers including payment aggregators, prepaid instrument providers, courier and logistic service providers etc. Upon successful delivery of the Products purchased by you through the Platforms, MOM I CAN shall initiate payments to third party service providers.

If it is brought to the User's notice that a charge has been created on his/her payment instrument(s) for purchase of Product(s) on the Platforms and the User is not aware of such purchase on the Platforms, the User is first, required to verify if his/her family members, friends or business colleagues were authorised to carry out the purchase of Product(s) on the Platforms. If, despite this, the User continues to be unable to identify the charge created on his/her payment instrument(s) for purchase of Product(s) on the

Platforms, the User may report such unauthorised purchase to MOM I CAN within 30 (thirty) days from the date on which the unauthorised purchase was carried out on the Platforms in order to enable MOM I CAN initiate investigations.

If the User carries out a purchase on the Platforms and the payment in lieu thereof has been invalidated, MOM I CAN reserves the right to retrieve the invalidated payment (“Invalidated Payment”) from the User’s store credit. Should the User have insufficient store credit in order to facilitate such redemption of the Invalidated Payment, the User shall within 5 (five) business days from the date of receiving a written notice from MOM I CAN, remit the Invalidated Payment into MOM I CAN’ bank account, details of which shall be set out in the notice. If the User fails to remit the Invalidated Payment into MOM I CAN’ bank account despite having received the notice, MOM I CAN shall be entitled to initiate civil and/or criminal legal action against the defaulting User at his/her cost and peril.

**Cash on Delivery** : The ‘cash on delivery’ Payment Option allows Users to make a cash-only payment to MOM I CAN’s delivery executive or logistic partner at the time of delivery of the purchased Product to the User. Presently, MOM I CAN offers a maximum order value of INR 10,000 (Indian Rupees Ten Thousand) under the cash on delivery Payment Option. MOM I CAN reserves the right not to provide cash on delivery Payment Option for certain Products (these could be Products specified by MOM I CAN or Products with value exceeding a specified amount) or locations. Users are required to peruse and accept the terms set out under the Return and Refund Policy which sets out the terms of refunds for transactions carried out using the cash on delivery Payment Option.

**Store Credit :** If a User cancels an order for which payment has already been made to MOM I CAN, the User shall have an option to convert the monies paid towards the order into store credit. In addition to paragraph above, any and all refunds with respect to Product(s) purchased through the 'cash on delivery' Payment Option will be transferred as store credit into the User's store credit account. MOM I CAN may also, at its sole discretion, grant Users with store credit. The store credits can be used by the User for future purchases only in-store (offline). In the eventuality of a User wishing to deactivate his/her account with MOM I CAN, the User agrees that all store credit available on the User's store credit account, if any, will automatically stand forfeited, and MOM I CAN will not be required to process any refunds in any manner whatsoever. The User therefore agrees to use and exhaust any existing store credit prior to requesting for a deactivation of his/her account on the Platforms. Notwithstanding anything to the contrary, any refund of store credit to customers will be at the sole discretion of MOM I CAN. If MOM I CAN suspects any fraudulent activities, MOM I CAN reserves its right to hold back transfer of any store credits to customers.

**EMI:** The EMI Payment Option (as and when introduced by MOM I CAN) allows Users to make staggered payments for the purchase of Products from the Platforms. The EMI Payment Option can be availed only for the purchase of Products with a minimum cart value of INR 10,000 (Indian Rupees Ten thousand). The EMI Payment Option is only available for payment through credit cards issued by selected banks as specified on the Platforms. The terms and conditions of the relevant banks shall be applicable on all payments made by Users using the EMI Payment Option, and MOM I CAN will not be responsible or liable for any issues or claims arising from the use of this Payment Option.



## **Grievance Redressal**

Any grievances relating to the FPP Policy may be directed by you to the grievance officer of MOM I CAN who can be contacted at following email : \_\_\_\_\_

## **Delivery Policy**

### **Who Is MOM I CAN?**

MOM I CAN, a firm incorporated under the laws of India, having its registered office at No. 203 & 203, Ocus Quantum, Sec. 51, Gurugram - 122003 ("firm"), operates [www.MOMICAN.in](http://www.MOMICAN.in) and its mobile and tablet applications ("Platforms"), which inter alia facilitates the purchase of electronics, toys, and such other products sold by the firm under the 'MOM I CAN' brand ("Products") to the users of the Platforms ("Users").

### **What Is This Delivery Policy?**

This Delivery Policy, together with the Terms of Use, describes MOM I CAN' policies and procedures towards delivery of Products purchased on the Platforms. MOM I CAN makes all commercially reasonable endeavours to ensure that the Products are delivered to Users in a timely fashion.

Users are required to peruse and understand the terms of this

Delivery Policy. If you do not agree to the terms contained in this Delivery Policy, you are advised not to accept the Terms of Use and the Delivery Policy and may forthwith leave and stop using the Platforms. The terms contained in this Delivery Policy shall be accepted without modification and accordingly, you agree to be bound by the terms contained herein.

### **Terms Of Delivery**

MOM I CAN partners with third party logistic service providers in order to effectuate Product delivery to Users ("Logistic Partners"). Details of the Logistic Partner who will be processing the delivery of the purchased Product(s) will be provided to the User upon the purchased Product(s) being handed over to the Logistic Partner by MOM I CAN. The User will also be provided with an approximate days of delivery of the purchased Product on the order confirmation page. MOM I CAN may also effectuate Product delivery to Users on its own without engaging Logistic Partners.

While MOM I CAN aims to provide its services through the Platforms and ensure the delivery of its Products all across India, currently, MOM I CAN has a select list of areas where delivery can be undertaken. At the time of placing an order for purchase of Products on the Platforms, Users are required to enter their pin-code details to verify if deliveries can be carried out in their areas. If the area where the User wishes that the purchased Products be delivered is not within MOM I CAN' recognised delivery network, MOM I CAN will not be able to process the order further.

Prior to making payments on the Platforms for the purchase of Products, the User will be prompted to provide a shipping address. While entering shipping address details, the User should ensure to

provide correct, complete and accurate information along with sufficient landmarks in order to aid identification of the address. Any failure in delivering the purchased Products arising out of the User's failure to provide correct, complete and accurate information shall not hold MOM I CAN liable at any point in time.

A maximum of 3 (three) attempts shall be made to deliver purchased Products to the User. Should the User continue to remain unavailable after 3 (three) attempts, MOM I CAN reserves the right to cancel the order pertaining to the purchased Products at its sole discretion. While MOM I CAN shall make reasonable endeavours in ensuring that purchased Products are delivered to its Users in a timely manner, delivery may be delayed on account of:

- logistical issues beyond MOM I CAN' control;
  
- unsuitable weather conditions;
  
- political disruptions, strikes, employee-lockouts, etc.;
  
- acts of God such as floods, earthquakes, etc.; and
  
- other unforeseen Force Majeure circumstances.

In such events of delay, MOM I CAN shall make reasonable attempt at proactively intimating the User by writing to the User on his/her registered email account and/or mobile number. MOM I CAN disclaims all liabilities that may arise on account of its failure

to intimate the User of anticipated delays in the delivery of purchased Products on the Platforms. Further, MOM I CAN shall be under no obligation to compensate the User for any mental agony or any tortuous claim that may otherwise arise on account of a delay in the shipment and delivery or use of the purchased Products.

MOM I CAN, as an internal process, undertakes multiple diligences to ensure that their delivery executives and the individuals employed by their Logistic Partners are individuals with the highest regard for ethics and integrity. However, it is not possible for MOM I CAN to ensure that its own delivery executives or employees of its Logistic Partners behave in a fashion that exudes thorough professionalism, competence and good mannerism. It is expressly clarified that any ill-mannerism, impoliteness, discourtesy or offensiveness shown by MOM I CAN' delivery executives or by the employees of the Logistic Partners is beyond MOM I CAN' control and any issue arising between a User and MOM I CAN' delivery executive or an employee of the Logistic Provider will have to be resolved by the User, independently.

Upon the successful placing of an order on the Platforms and after MOM I CAN has successfully handed over the purchased Product(s) to its Logistic Partner, the User will receive a unique tracking identity number, which will enable the User in tracking the status of delivery of the purchased Products. The User may use the tracking identity number on the Platforms or the website and/or the mobile application of the Logistic Partner to check the whereabouts of the purchased Product and the estimated time of its delivery. MOM I CAN shall make reasonable attempts in ensuring that the tracking status of the purchased Products is updated in a timely manner. However, MOM I CAN does not

guarantee the accuracy of the tracking status since it is updated on a real-time basis and is subject to inconsistencies arising out of time-lags in updating the information and other technicalities beyond MOM I CAN' control.

MOM I CAN reserves the right to charge shipping charges on Products of a value of lower than a specified amount and/or Products, the payment for which is made by way of cash on delivery or any other online mode of payment. If charged, such charges shall not be refunded to the User on cancellations or returns that are made after the shipping of the purchased Products, except in case of a Product having a defect at the time of delivery (for reasons attributable to, and accepted by MOM I CAN after due verification at its sole discretion). Title and risk of loss for all purchased Products shall pass onto the User upon the delivery of the purchased Products to the User.

Return and exchange of purchased Products shall be carried out by MOM I CAN' reverse-logistics partners or its own delivery executives. Further details on how Users may process returns and exchanges of purchased Products have been set out under the Return and Refund Policy which may be accessed here.

## **Privacy Policy**

This privacy policy (the "Privacy Policy"), together with the terms of use, describes the firm's policies and procedures on the collection, use and disclosure of the information provided by Users and Visitors (as defined herein below) of the Platforms. The firm shall not use the User's information in any manner except as provided

under this Privacy Policy. Every User who accesses or uses the Platforms shall be bound by this Privacy Policy.

### **Why This Privacy Policy?**

This Privacy Policy is published pursuant to:

A) Section 43A of the Information Technology Act, 2000;

B) Regulation 4 of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (“SPI Rules”); and

C) Regulation 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011.

This Privacy Policy sets out the type of information collected from the Users, including the nature of the sensitive personal data or information, the purpose, means and modes of usage of such information and how and to whom the firm shall disclose such information.

### **What Type Of Information Is Covered By This Privacy Policy?**

The Privacy Policy applies to information collected and processed by the firm consisting of following:

Personal information is information related to a visitor, or a combination of pieces of information that could reasonably allow him to be identified. Personal information may consist of full name, personal contact numbers, residential address, email address, gender or date of birth. While information such as date of birth in isolation may not be enough to uniquely identify the visitor, a combination of full name and date of birth may be sufficient to do so.

Sensitive personal data or information is such personal information that is collected, received, stored, transmitted or processed by the firm, consisting of:

**Password;**

Financial information such as bank account or credit card or debit card or other payment instrument details;

Physical, physiological and mental health condition/orientation;

Medical records and history;

Biometric information;

Any detail relating to the above personal information categories as provided to the firm for providing service; and

Any of the information received under above personal information categories by the firm for processing, stored or processed under lawful contract or otherwise.

Please note that any information that is freely available or accessible in public domain or furnished under the Right to

Information Act, 2005 or any other law for the time being in force shall not be regarded as sensitive personal information.

## **Users Note**

A condition of each User's use of and access to the Platforms and to other services provided by the firm to Users (collectively referred to as the "Services"), is his/her/its acceptance of the terms of use which also involves acceptance of the terms of this

Privacy Policy. Any User who does not agree with any provisions of the Terms of Use or this Privacy Policy is advised not to accept the Terms of Use and may leave the Platforms.

While browsing the Platforms, a User is not required to provide personal information as set out under paragraph 4.1 and paragraph 4.2 until and unless such User chooses to avail or sign up for any of the Services. All the information provided to the firm by a User, including personal information and personally identifiable information, is voluntary. The User has the right to request the withdrawal of his/her/its consent at any time, in accordance with the terms of this Privacy Policy and the Terms of Use. It is the User's duty to ensure strict caution while giving out any personally identifiable information about himself/herself/itself or his/her family members in use of any of the Services. The firm does not endorse the content, messages or information found in any Services and therefore, the firm specifically disclaims any liability with regard to the Services and any actions resulting from the User's participation in any Services. As a condition to use the Services, you as a User agree to waive any claims against the firm



relating to the same, and to the extent such waiver may be ineffective, you agree to release any claims against the firm relating to the same.

Users can access, modify, correct and eliminate the data about him/her/it which has been collected pursuant to his/her/its decision to become a User. Any grievances in relation to the information shared by the User with the firm may be brought to the attention of grievance officer in accordance with relevant clause of this Privacy Policy.

For the use of the Services and purchase of Products, you may be required to pay the firm with a credit card, wire-transfer, or debit card through the firm's third party payment gateway provider and such third party payment gateway provider may be required to collect certain financial information from you including, but not restricted to, your credit/debit card number or your bank account details (collectively referred to as "Financial Information"). All Financial Information collected from the Users' by the firm's third-party payment gateway providers will be used only for billing and payment processes. The verification of the Financial Information shall be accomplished only by the User through a process of authentication in which the firm shall have no role to play.

Personal information, personally identifiable information and / or Financial Information shall be collected by the firm on an ongoing basis, without need for further, separate consent from the User (aside from the acceptance of this Privacy Policy, as provided in paragraph 5.1) for one or more of the following reasons:

A) to identify the User, to understand his/her/its needs and resolve disputes, if any;

B) to set up, manage and offer products and to enhance the Services to meet the User's requirements;

C) to provide ongoing service;

D) to meet legal and regulatory requirements;

E) to resolve technical issues and troubleshoot problems;

F) to aid the firm in collecting monies from Users for transactions carried out on the Platforms;

G) to keep Users apprised of the firm's (or third parties') promotions and offers;

H) to customize User experience;

I) to detect and protect the firm from error, fraud and other criminal activities;

J) to enforce the Terms of Use; and

K) other reasons which, prior to being put into effect, shall be communicated to the Users through an update carried out to this Privacy Policy.

The Financial Information collected from the Users is transacted through secure digital platforms of approved payment gateways which are under encryption, thereby complying with reasonably expected technology standards. While the firm shall make reasonable endeavours to ensure that the User's personal information and the Financial Information is duly protected by undertaking security measures prescribed under applicable laws, the User is strongly advised to exercise discretion while providing personal information or Financial Information while using the Services given that the Internet is susceptible to security breaches.

Due to the communications standards on the Internet, when a User visits the Platforms, the firm automatically receives the uniform resource locator of the site from which such User visits the Platforms, details of the website such User is visiting on leaving the Platforms, the internet protocol ("IP") address of each User's computer operating system, type of web browser the User is using, email patterns, and the name of the User's internet service provider. This information is used solely to analyse overall User trends and to help the firm in improving its Services. Please note that the link between the User's IP address and the User's personally identifiable information is not shared with third parties without such User's permission or except when required by law or to provide or facilitate the User with the Services. Notwithstanding the above, the User acknowledges the firm's right to share some of the aggregate findings, including the personal information provided by the Users in an unidentifiable form, and not the specific data with advertisers, sponsors, investors, strategic

partners, and others in order to help grow the business. The amount of information sent to the firm depends on the settings of the web browser used by the User to access the Platforms. The User may refer to the browser used, if the User wishes to learn what information is provided to the firm.

The Platforms use temporary cookies to store certain data. The firm does not store personally identifiable information in the cookies. Information collected by the firm, by any means whatsoever, that does not personally identify the User as an individual (such as patterns of utilization described above) is exclusively owned by the firm and may be used by the firm and third-party service providers for technical administration of the

Platforms, user administration, research, development, and other purposes. Additionally, the firm may sell or otherwise transfer such research, statistical or intelligence data in an aggregated or non-personally identifiable form to its parent firm, group companies, subsidiaries, associates, affiliates, suppliers, vendors, sister concerns, service providers and service partners and other third parties (collectively referred to as "Other Parties").

A User may set or amend his/her/its web browsers to delete or disable cookies. If a User chooses to disable cookies on his/her/its computer or mobile telecommunication device, it may impair, degrade or restrict access to certain areas of the Platforms. Merely closing the web browser should ordinarily clear all temporary cookies installed by the firm. However, Users are encouraged to use the "clear cookies" functionality of their browsers to ensure deletion, as the firm cannot guarantee, predict or provide for the behaviour of the equipment of all the Users of

the Platforms. You can learn more about the type of cookies that the Platforms may use during your visit below.

The firm may allow other companies or entities to serve advertisements to Users. These companies or entities include third party advertisement servers, advertisement agencies, advertisement technology vendors and research firms. The firm may target some advertisements to Users that fit a certain general profile. The firm does not use personally identifiable information to target advertisements to specific Users. In the course of serving advertisements or optimizing the Services to its Users, the firm may allow authorised third parties to place or recognize a unique cookie on the User's browser.

The firm does not exercise control over the websites displayed as search results or links from within the Services. These other sites may place their own cookies or other files on the Users' computer, collect data or solicit personal information or Financial Information from the Users, for which the firm shall not be held responsible or liable. The firm does not make any representations concerning the privacy practices or policies of such third parties or terms of use of such websites, nor does the firm guarantee the accuracy, integrity, or quality of the information, data, text, software, sound, photographs, graphics, videos, messages or other materials available on such websites. The inclusion or exclusion does not imply any endorsement by the firm of such websites, the websites' provider, or the information on the website.

When a User visits or uses the Platforms, the firm may access, collect, monitor and/or remotely store data in relation to the User's location, which may also include global positioning system

coordinates or similar information regarding the location of the device using which the User has visited or used the Platforms. The location data does not collect or share any personally identifiable information about the User.

The firm may keep records of communication received from and made to Users for the purpose of administration of Services, research and development, training, business intelligence, business development, or for User administration. The firm may share the telephone records with third parties when required by law or when required to provide or facilitate the User with the Services.

The firm may choose to conduct contests and surveys to collect relevant information about the Users' preferences. These surveys and contests are optional and if the User chooses to respond, his/her/its responses will be kept anonymous. The demographic information that the User provides while availing or signing-up for the Services and through any surveys or contests is used to help the firm improve its services to meet the needs and preferences of Users.

The firm does not knowingly collect personal data from children (only persons above the aged of 18 shall be permitted to use the Services as provided in the Terms of Use). In an event, where in contravention of the Terms of Use, a person below the age of 18 uses the Services, the firm shall not be held liable or responsible for any damage or injury suffered by such person in logging into the Platforms and making use of the Services.

The firm has implemented security policies, rules and technical measures, as required under applicable law including firewalls, transport layer security and other physical and electronic security measures to protect the Financial Information and personal information that it has under its control from unauthorized access, improper use or disclosure, unauthorized modification and unlawful destruction or accidental loss. It is expressly stated that the firm shall not be responsible for any breach of security or for any action of any third parties that receive Users' personal data or events that are beyond the reasonable control of the firm including, acts of government, computer hacking, unauthorized access to computer data and storage device, computer crashes, breach of security and encryption, etc.

The firm may be required to disclose personal information or Financial Information to governmental institutions or authorities when such disclosure is requisitioned under any law or judicial decree or when the firm, in its sole discretion, deems it necessary in order to protect its rights or the rights of others, to prevent harm to persons or property, to fight fraud and credit risk, or to enforce or apply the Terms of Use.

The firm may share/use personal information and personally identifiable information provided by Users with the Other Parties for the purposes of:

A) enabling Users to enjoy the Services and to use the Products, including sharing information with Other Parties to provide services, technical support etc. in relation to the Products; or

B) detecting and preventing identity theft, fraud or any other potentially illegal acts; or

C) monitoring and enhancing User interest and engagement, including through promotional activity, personal messages to Users using personally identifiable information provided by Users, etc; or

D) processing the purchase of Products on the Platforms.

To the extent that Other Parties have access to the personal information, the firm shall make efforts to ensure that the Other Parties treat such personal information at least as protectively as they treat personally identifiable information obtained from their users or members.

The firm or the Other Parties may merge with or be acquired by another business entity. In such an event, the firm and the Other Parties may be required to transfer the personal information to such merging or acquiring party, as the case may be. While sharing such personal information with the acquiring or merging entity, as the case may be, the firm and the Other Parties shall make reasonable endeavours to ensure that the User's personal information is duly protected by the acquiring or merging entity, as the case may be, by undertaking security measures prescribed under applicable laws.

The firm may also disclose or transfer the personal and other information provided by Users, to any third party as a part of



reorganization or a sale of the assets, division or transfer of a part or whole of the firm. Any third party to which the firm transfers or sells its assets will have the right to continue to use the personal and other information that Users provide to the firm.

All the firm employees and data processors, who have access to and are associated with the processing of personal information or Financial Information provided by Users are obliged to respect the confidentiality of every User's personal information or Financial Information.

The User's visit to and/or use of the Platforms and any dispute over privacy is subject to this Privacy Policy and the Terms of Use. The firm may update this Privacy Policy or any other Policy , at any time, with or without advance notice. The firm shall not be required to notify the Users of any changes made to this Privacy Policy. It is your responsibility, in such cases, to review the terms of this Privacy Policy from time to time.

All information collected from the Users by the firm is maintained in electronic form on servers and/or cloud systems and shall be accessible by certain employees of the firm. The User information may also be converted to physical form from time to time. Regardless of the manner of storage, the firm shall make commercially reasonable endeavours to ensure that the User information is rendered confidential and will disclose User information only in accordance with the terms of this Privacy Policy.

The User consents to the firm reproducing/publishing all

testimonials and reviews given by the User (whether on the Website, social media platforms, or in any other manner whatsoever) in relation to the firm or any of the Products, together with the User's name and location, on the Website, on such page and in such position as the firm may determine in its sole discretion. The User agrees that the firm may edit the testimonials and reviews provided by the User and reproduce/publish such edited or paraphrased versions of the testimonials and reviews on the Website. If the User has any concerns with the reproduction/publication of any testimonial or review provided by the User on the Website, the User may contact the firm at the following email id : \_\_\_\_\_.

#### **Visitors Note :**

No personal information or Financial Information is automatically collected from any visitors of the Platforms who are merely perusing or browsing the Platforms ("Visitor"). Nevertheless, the provisions of this Privacy Policy are applicable to Visitors, and Visitors are required to read, understand and accept the privacy statements set out herein, failing which they are required to leave the Platforms immediately.

A User will not merely be a Visitor if the User has willingly submitted any personal information or Financial Information (including phone numbers, email addresses, responses to surveys, etc.) to the firm through any means, including email, telephone calls, telephonic messaging or while availing or signing-up for the Services. All such Visitors will be deemed to be, and will be treated as, Users for the purposes of this Privacy Policy, and in which case, all the statements in this Privacy Policy shall apply to the User.

If you, as a Visitor, have inadvertently browsed any other pages of the Platforms prior to reading the privacy statements set out herein, and you do not agree with the manner in which such information is obtained, stored or used, merely quitting the Platforms should ordinarily clear all temporary cookies installed by the firm. All Visitors, however, are encouraged to use the “clear cookies” functionality on their browsers to ensure such clearing or deletion, as the firm cannot guarantee, predict or provide for the behaviour of the equipment of all the Visitors of the Platforms.

If you are accessing the Platforms from outside India, it is solely your responsibility to ensure that your access does not breach or violate any local or national law applicable in the place from where you are making the access, for the time being in force.

### **Opt-Out Policy**

The third party service providers with whom the firm may share personal information or Financial Information provided by Users are not permitted to market their own services or send promotional e-mails or engage in promotional communication with the Users. The firm provides all Users with the opportunity to opt-out of receiving non-essential, promotional, or marketing-related communication from itself or its partners. These settings can be found on the Platforms.

If a User wishes to remove his/her/its contact information from all the firm’s lists and newsletters, the User can click on the “unsubscribe” link (as and when introduced) follow the instructions in each e-mail message. Alternatively, the User can contact the

firm at : \_\_\_\_\_. The firm reserves the right to limit membership based on availability of contact information. All Users will be notified by email prior to any actions taken.

### **Feedback Or Concern :**

For feedback or concern, if any, kindly contact Grievance Officer at:

Email Address: \_\_\_\_\_

Contact no: \_\_\_\_\_

### **Cookies Policy**

A cookie is a small information file that is sent to your computer, mobile or other device when you visit a website and it will recognise your device on future visits. These types of files do a number of different jobs such as remembering your preferences and chosen items, assisting you to improve your site experience as well as trying to ensure that the adverts or offers you see online are more relevant to you. These "cookies" can be divided into 4 types each of which is outlined below.

#### **Category 1: Strictly Necessary Cookies**

These cookies are essential in order to enable the site to provide services you have asked for such as remembering your shopping bag items.

## Category 2: Performance Cookies

This type collects anonymous information on how people use the site and the data is merged with other users to enable us to improve how the site operates. For example, we utilise Google Analytics cookies to help us understand how customers arrive at our site, browse or use our site and highlight areas where we can improve areas such as navigation, shopping experience and marketing campaigns. The data stored by these cookies never shows personal details from which your individual identity can be established.

## Category 3: Functionality Cookies

These remember choices you make such as language, search parameters such as size, colour or product line. These can then be used to provide you with an experience more appropriate with your selections and make the visits more tailored and pleasant. The information is also merged with other users on an anonymous basis to enable us to improve how the site operates. For example, our Saved Items feature utilises a cookie to remember the products which you have expressed a wish to save whilst browsing our website.

## Category 4: Targeting Cookies Or Advertising Cookies

These cookies collect information about your browsing habits in order to make advertising relevant to you and your interests. They remember the websites you have visited and that information is shared with other parties such as advertisers. For example, we use 3rd party companies such as Criteo to provide you with more personalised adverts when visiting other websites.

You can change the settings on your browser to prevent cookies being stored on your computer or mobile device without your explicit consent. Your browser "help" section will normally provide details on how to manage the cookie settings.

### **Product Usage Safety and Health Regulations :-**

1. Always pay close attention to the age recommendations on MOM I CAN products and choose one according to a child's age, interest and skill level.
2. Discard the plastic wrappings from the products immediately; as they might become a health hazard for small children.
3. Parental supervision is mandatory for children in case they are using any products with small parts that might be deemed as choking hazards.
4. Any product user, irrespective of the age group, shall keep the firm indemnified towards any kind of claims arising out of the said product usage.
5. The firm shall not be responsible for any kind of mishaps arising out of the MOM I CAN product(s) usage by any individual, of any age group ; for any reason whatsoever.

**Modification of Terms of Usage and clause in this Set of Policies and Provisions for MOM I CAN :**

- That the firm reserves all rights to modify / change / alter / amend ANY of it's policies mentioned in this document.

- That the firm reserves all rights to modify / change / alter / amend ANY of it's provisions mentioned in this document.

- That the firm reserves all rights to modify / change / alter / amend ANY of it's guidelines mentioned in this document.

- That the firm may implement any such change/ alterations / amendments / modifications without prior notice to any user or any third party.

- That the firm is not under any legal obligation to justify / suffice or comply with any transactional requirements of any International Jurisdiction, in case of any International Transaction/sale.

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That this is to certify and confirm that all Policies and Regulations of MOM I CAN duly conform to the Consumer Protection (Ecommerce) Rules 2020 as specified under the below - mentioned Notification(s) :-

**MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC  
DISTRIBUTION**

**(Department of Consumer Affairs)**

**NOTIFICATION**

**New Delhi, 23rd July, 2020**

G.S.R. 462(E).—In exercise of the powers conferred by sub-clause (zg) of sub-section (1) of section 101

of the Consumer Protection Act, 2019 (35 of 2019), the Central Government hereby makes the following rules,

namely :-

1. Short title and commencement. — (1) These rules may be called the Consumer Protection (E-Commerce) Rules, 2020.



(2) They shall come into force on the date of their publication in the Official Gazette.

2. Scope and Applicability. – (1) Save as otherwise expressly provided by the Central Government by notification, these rules shall apply to:

(a) all goods and services bought or sold over digital or electronic network including digital products;

(b) all models of e-commerce, including marketplace and inventory models of e-commerce;

(c) all e-commerce retail, including multi-channel single brand retailers and single brand retailers in single or multiple formats; and

(d) all forms of unfair trade practices across all models of e-commerce:

Provided that these rules shall not apply to any activity of a natural person carried out in a personal capacity not being part of any professional or commercial activity undertaken on a regular or systematic basis.

(2) Notwithstanding anything contained in sub-rule (1), these rules shall apply to a e-commerce entity which is not

established in India, but systematically offers goods or services to consumers in India.

3. Definitions. – (1) In these rules unless the context otherwise requires, –

(a) "Act" means the Consumer Protection Act, 2019 (35 of 2019);

(b) "e-commerce entity" means any person who owns, operates or manages digital or electronic facility

or platform for electronic commerce, but does not include a seller offering his goods or services for sale on a marketplace e-commerce entity;

(c) "grievance" includes any complaints to an e-commerce entity regarding violations of the provisions of the Act and the rules made thereunder;

(d) "GSTIN" means the Goods and Services Tax Identification Number as under the Central Goods and Services Tax Act, 2017 (12 of 2017);

(e) "information" shall have the same meaning as to it clause (v) of sub-section (1) of section 2 of the Information Technology Act, 2000 (21 of 2000);

(f) "inventory e-commerce entity means an e-commerce entity which owns the inventory of goods or services and sells such goods or services directly to the consumers and shall include single brand retailers and multi-channel single brand retailers;

(g) "marketplace e-commerce entity" means an e-commerce entity which provides an information technology platform on a digital or electronic network to facilitate transactions between buyers and sellers;

(h) –PAN" means Permanent Account Number as under section 139A of the Income Tax Act, 1961 (43 of 1961);

(i) "platform" means an online interface in the form of any software including a website or a part thereof and applications including mobile applications;

(j) "ranking" means the relative prominence or relevance given to the goods or services offered through a marketplace e-commerce entity as presented, organised or communicated by such entity, irrespective of the technological means used for such presentation, organisation or communication;

(k) "seller" means the product seller as defined in clause (37) of

section 2 of the Act and shall include any service provider;

(l) “user” means any person who accesses or avails any computer resource of an e-commerce entity.

(2) The words and expressions used herein and not defined, but defined in the Act or in the Information Technology Act, 2000 (21 of 2000) or the rules made thereunder shall have the same meaning as respectively assigned to them in those Acts or rules.

#### 4. Duties of e-commerce entities. ---

(1) An e-commerce entity shall:

(a) be a company incorporated under the Companies Act, 1956 (1 of 1956) or the Companies Act, 2013 (18 of 2013) or a foreign company covered under clause (42) of section 2 of the Companies Act, 2013 (18 of 2013) or an office, branch or agency outside India owned or controlled by a person resident in India as provided in sub-clause (iii) of clause (v) of section 2 of the Foreign Exchange Management Act, 1999 (42 of 1999); and

(a) appoint a nodal person of contact or an alternate senior designated functionary who is resident in India, to ensure compliance with the provisions of the Act or the rules made thereunder.

(2) Every e-commerce entity shall provide the following information in a clear and accessible manner on its platform, displayed prominently to its users, namely:--

(क) legal name of the e-commerce entity;

(ख) principal geographic address of its headquarters and all branches;

(ग) name and details of its website; and

(घ) contact details like e-mail address, fax, landline and mobile numbers of customer care as well as of grievance officer.

(3) No e-commerce entity shall adopt any unfair trade practice, whether in the course of business on its platform or otherwise.

(4) Every e-commerce entity shall establish an adequate grievance redressal mechanism having regard to the number of grievances ordinarily received by such entity from India, and shall appoint a grievance officer for consumer grievance redressal, and shall display the name, contact details, and designation of such officer on its platform.

(5) Every e-commerce entity shall ensure that the grievance officer referred to in sub-rule (4) acknowledges the receipt of any consumer complaint within forty-eight hours and redresses the

complaint within one month from the date of receipt of the complaint.

(6) Where an e-commerce entity offers imported goods or services for sale, it shall mention the name and details of any importer from whom it has purchased such goods or services, or who may be a seller on its platform.

(7) Every e-commerce entity shall endeavour on a best effort basis to become a partner in the convergence process of the National Consumer Helpline of the Central Government.

(8) No e-commerce entity shall impose cancellation charges on consumers cancelling after confirming purchase unless similar charges are also borne by the e-commerce entity, if they cancel the purchase order unilaterally for any reason.

(9) Every e-commerce entity shall only record the consent of a consumer for the purchase of any good or service offered on its platform where such consent is expressed through an explicit and affirmative action, and no such entity shall record such consent automatically, including in the form of pre-ticked checkboxes.

(10) Every e-commerce entity shall effect all payments towards accepted refund requests of the consumers as prescribed by the Reserve Bank of India or any other competent authority under any law for the time being in force, within a reasonable period of time, or as prescribed under applicable laws.

(11) No e-commerce entity shall--

(a) manipulate the price of the goods or services offered on its platform in such a manner as to gain unreasonable profit by imposing on consumers any unjustified price having regard to the prevailing market conditions, the essential nature of the good or service, any extraordinary circumstances under which the good or service is offered, and any other relevant consideration in determining whether the price charged is justified;

(b) discriminate between consumers of the same class or make any arbitrary classification of consumers affecting their rights under the Act.

5. Liabilities of marketplace e-commerce entities. – (1) A marketplace e-commerce entity which seeks to avail the exemption from liability under sub-section (1) of section 79 of the Information Technology Act, 2000 (21 of 2000) shall comply with sub-sections (2) and (3) of that section, including the provisions of the Information Technology (Intermediary Guidelines) Rules, 2011.

(2) Every marketplace e-commerce entity shall require sellers through an undertaking to ensure that descriptions, images, and other content pertaining to goods or services on their platform is accurate and corresponds directly with the appearance, nature, quality, purpose and other general features of such good or service.

(3) Every marketplace e-commerce entity shall provide the following information in a clear and accessible manner, displayed

prominently to its users at the appropriate place on its platform:

(a) details about the sellers offering goods and services, including the name of their business, whether registered or not, their geographic address, customer care number, any rating or other aggregated feedback about such seller, and any other information necessary for enabling consumers to make informed decisions at the pre-purchase stage:

Provided that a marketplace e-commerce entity shall, on a request in writing made by a consumer after the purchase of any goods or services on its platform by such consumer, provide him with information regarding the seller from which such consumer has made such purchase, including the principal geographic address of its headquarters and all branches, name and details of its website, its email address and any other information necessary for communication with the seller for effective dispute resolution;

(b) a ticket number for each complaint lodged through which the consumer can track the status of the complaint;

(c) information relating to return, refund, exchange, warranty and guarantee, delivery and shipment, modes of payment, and grievance redressal mechanism, and any other similar information which may be required by consumers to make informed decisions;

(d) information on available payment methods, the security of those payment methods, any fees or charges payable by users, the procedure to cancel regular payments under those methods, charge-back options, if any, and the contact information of the relevant payment service provider;



(ड) all information provided to it by sellers under sub-rule (5) of rule 6; and

(च) an explanation of the main parameters which, individually or collectively, are most significant in determining the ranking of goods or sellers on its platform and the relative importance of those main parameters through an easily and publicly available description drafted in plain and intelligible language.

(4) Every marketplace e-commerce entity shall include in its terms and conditions generally governing its relationship with sellers on its platform, a description of any differentiated treatment which it gives or might give between goods or services or sellers of the same category.

(5) Every marketplace e-commerce entity shall take reasonable efforts to maintain a record of relevant information allowing for the identification of all sellers who have repeatedly offered goods or services that have previously been removed or access to which has previously been disabled under the Copyright Act, 1957 (14 of 1957), the Trade Marks Act, 1999 (47 of 1999) or the Information Technology Act, 2000 (21 of 2000):

Provided that no such e-commerce entity shall be required to terminate the access of such seller to its platform pursuant to this sub-rule but may do so on a voluntary basis.

6. Duties of sellers on marketplace. – (1) No seller offering goods or services through a marketplace e-commerce entity shall adopt any unfair trade practice whether in the course of the offer on the e-commerce entity's platform or otherwise.

(2) No such seller shall falsely represent itself as a consumer and post reviews about goods or services or misrepresent the quality or the features of any goods or services.

(3) No seller offering goods or services through a marketplace e-commerce entity shall refuse to take back goods,

or withdraw or discontinue services purchased or agreed to be purchased, or refuse to refund consideration, if paid, if such goods or services are defective, deficient or spurious, or if the goods or services are not of the characteristics or features as advertised or as agreed to, or if such goods or services are delivered late from the stated delivery schedule:

Provided that in the case of late delivery, this sub-rule shall not be applied if such late delivery was due to force majeure.

(4) Any seller offering goods or services through a marketplace e-commerce entity shall:

(a) have a prior written contract with the respective e-commerce entity in order to undertake or solicit such sale or offer;

(b) appoint a grievance officer for consumer grievance redressal and ensure that the grievance officer acknowledges the receipt of any consumer complaint within forty-eight hours and redresses the complaint within one month from the date of receipt of the complaint;

(c) ensure that the advertisements for marketing of goods or services are consistent with the actual characteristics, access and usage conditions of such goods or services.

(d) provide to the e-commerce entity its legal name, principal geographic address of its headquarters

and all branches, the name and details of its website, its e-mail address, customer care contact details such as fax, landline, and mobile numbers and where applicable, its GSTIN and PAN details.

(5) Any seller offering goods or services through a marketplace e-commerce entity shall provide the following information to the e-commerce entity to be displayed on its platform or website:

(a) all contractual information required to be disclosed by law;

(b) total price in single figure of any good or service, along with the breakup price for the good or service, showing all the compulsory and voluntary charges such as delivery charges, postage and handling charges, conveyance charges and the applicable tax, as applicable;

(c) all mandatory notices and information provided by applicable laws, and the expiry date of the good being offered for sale, where applicable;

(d) all relevant details about the goods and services offered for sale by the seller including country of origin which are necessary for enabling the consumer to make an informed decision at the pre-purchase stage;

(e) the name and contact numbers, and designation of the grievance officer for consumer grievance redressal or for reporting any other matter;

(f) name and details of importer, and guarantees related to the authenticity or genuineness of the imported products;

(g) accurate information related to terms of exchange, returns, and refund including information related to costs of return shipping in a clear and accessible manner;

(h) relevant details related to delivery and shipment of such goods or services; and

(i) any relevant guarantees or warranties applicable to such goods or services.

7. Duties and liabilities of inventory e-commerce entities: -

(1) Every inventory e-commerce entity shall provide the following information in a clear and accessible manner, displayed prominently to its users:

(a) accurate information related to return, refund, exchange, warranty and guarantee, delivery and shipment, cost of return shipping, mode of payments, grievance redressal mechanism, and any other similar information which may be required by consumers to make informed decisions;

(b) all mandatory notices and information required by applicable laws;

(c) information on available payment methods, the security of those payment methods, the procedure to cancel regular payments under those methods, any fees or charges payable by users, charge back options, if any, and the contact information of the relevant payment service provider;

(d) all contractual information required to be disclosed by law;

(e) total price in single figure of any good or service along with the breakup price for the good or service, showing all the compulsory and voluntary charges, such as delivery charges, postage and handling charges, conveyance charges and the applicable tax; and

(f) a ticket number for each complaint lodged, through which the consumer can track the status of their complaint.

(2) No inventory e-commerce entity shall falsely represent itself as a consumer and post reviews about goods and services or misrepresent the quality or the features of any goods or services.

(3) Every inventory e-commerce entity shall ensure that the advertisements for marketing of goods or services are consistent with the actual characteristics, access and usage conditions of such goods or services;

(4) No inventory e-commerce entity shall refuse to take back goods, or withdraw or discontinue services purchased or agreed to be purchased, or refuse to refund consideration, if paid, if such goods or services are defective, deficient spurious, or if the goods or services are not of the characteristics or features as advertised or as agreed to, or if such goods or services are delivered late from the stated delivery schedule:

Provided that in the case of late delivery, this sub rule shall not apply if such late delivery was due to force majeure.

(5) Any inventory e-commerce entity which explicitly or implicitly vouches for the authenticity of the goods or services sold by it, or guarantees that such goods or services are authentic, shall bear appropriate liability in any action related to the authenticity of such good or service.

8. Contravention of rules. – The provisions of the Consumer Protection Act, 2019 (35 of 2019) shall apply for any violation of the provisions of these rules.

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