

## **Terms and Conditions**

### **Overview**

Shreeja Mahila Milk Producer Company Limited ("SMMPCL") incorporated in 2014 operates the website [www.shreejamilk.com](http://www.shreejamilk.com). From here onwards, throughout the site, the terms "we", "us" and "our" refer to Shreeja Mahila Milk Producer Company Limited. [www.shreejamilk.com](http://www.shreejamilk.com) or the "Site" means the online shopping portal owned and operated by SMMPCL. "Agreement" means the terms and conditions as mentioned herein including all schedules and privacy policy.

By visiting our site and/ or purchasing something from site, you agree to be bound by the following terms and conditions. These Terms and conditions apply to all the users of the site. You are free to exit the website or stop using any of our services, if you do not agree to all the terms and conditions of this agreement.

SMMPCL reserves the right to add and /or modify features, products and services to the site without any information to you. Your continued use or access to the website following the posting of any changes constitutes acceptance of those changes.

Maintaining the confidentiality of your account and password is your responsibility. You must ensure/prevent unauthorized access to your account. You agree to accept responsibility for all activities that occur under your account.

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

### **Online shopping terms**

We reserve the right to refuse products and/or services to anyone without intimating any reason.

You understand that your information (not including credit card information), will be stored, transmitted over third party networks with or without encryption and may have to adapt to technical requirements of connecting networks or devices.

Without our written permission, you agree not to copy, reproduce, duplicate, sell, resell or misuse any of the products and Service.

### **General conditions**

By accepting to these Terms and conditions, you represent that you are eligible to enter into legally binding agreement.

You should not use our products or services for any illegal/unauthorized purpose or violate any laws in your jurisdiction (including but not limited to copyright laws). Violation of any of these terms will result in an immediate termination of your Services and further legal action will be initiated against you.

### **Accuracy, Completeness and timeliness of Information**

Any dependence of the information on this site is at your own risk. We are not responsible if any information made available on this site is, not accurate, complete or latest.

### **Modifications to the service and prices**

We reserve the right to modify the prices for our products and services without informing you. We reserve the right to modify or discontinue the Services or products or any part without informing you. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the services and/or products.

### **Products or services**

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

Images of our products on the site are for information purpose only. Actual appearance of our products may vary.

We try and deliver the quality of products and services purchased or obtained by you, to meet your expectations but are not obligated.

## **Accuracy of billing and account information**

We reserve the right to decline any order for products and/or service you place with us. We in our sole discretion may restrict or cancel order quantities based on registered account, geographical location or order basis. If any changes or cancelling of the order we will try to inform you by e-mail/phone number provided at the time of placing the order. Proper address should be provided by you at the time of placing order for delivery of our products and services. You agree to update your account information like mobile number/E-mail Id and delivery address, so that we can contact you whenever required.

### **1. Optional tools**

You may have to access third-party tools, content, materials and services, over which we don't have control and monitoring.

You agree that we provide access to such tools without any warranties, conditions and endorsement. We shall not have liability from your use of third-party links and tools.

Any usage third party websites and tools offered through the site is entirely at your own risk.

Any addition of the new features, products and services to the site in the future, shall also be subject to these Terms and conditions. Any disputes regarding third-party content, tools, products and/or services should be directed to the third-party.

### **2. Third-party links**

You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties

### **3. User comments, feedback and other submissions**

Your submission of personal information through the website is governed by our Privacy Policy.

### **4. Personal information**

We undertake no obligation to update, amend or clarify any information in the Service or website or pricing information, except as required by law. No specified update or refresh date applied in the Service or website should be taken to indicate that all information in the Service or website has been modified or updated.

## **5. Errors, inaccuracies and omissions**

After the receipt of payment from you, SMMPCCL shall arrange for the delivery of the product to the recipient at the shipping address provided by you. All orders placed by you on this Site are a firm commitment to purchase and you are obligated to complete the transaction and not contest it in anyway.

Before placing an order you are advised to check the product description carefully. By placing an order for a product you agree to be bound by the conditions of sale included in the item's description.

## **6. Prohibited uses**

In addition to other prohibitions as set forth in the Terms and conditions, you are prohibited from using our website,

- a) for any unlawful purpose;
- b) to submit false or misleading information;
- c) to upload or transmit viruses or any other type of malicious code that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet;
- d) to collect or track the personal information of others;
- e) to spam, phish, pharm, pretext, spider, crawl, or scrape;
- f) for any obscene or immoral purpose;

We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## **7. Disclaimer of warranties; limitation of liability**

We do not assure our services will be uninterrupted, timely, secure or error-free.

You agree that we may suspend the service for indefinite periods of time or cancel the service at any time, without notice to you. You agree that use/inability to use our service is at your risk.

In no case our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not

limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

## **8. Indemnification**

You agree to indemnify, defend and hold us or our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms and conditions or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## **9. Severability**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms and conditions are effective unless and until terminated by either you or us. You may terminate these Terms and conditions at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

SMMPCL may in its sole discretion limit User activity by immediately removing User account temporarily or indefinitely or terminate User account to suspend access to the site.

## **10. Termination**

If you breach any of the terms and conditions of this Agreement;

- a) If the User has provided wrong, inaccurate and/or incorrect information
- b) If your actions may cause any harm, damage or loss to the other Users or us.

## **11. Governing law**

These Terms and conditions and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of India and jurisdiction of Tirupati, Andhra Pradesh.

## **12. Contact information**

Questions about the Terms and conditions should be sent to us at [shreeja@shreejamilk.com](mailto:shreeja@shreejamilk.com)

## **Offer Details**

**Referee:** Existing Shreeja customer (Web / App) who sends referral link of Shreeja web or android application to prospectus customer.

**Referral:** The act or process of sending invitation to register in “Shreeja Milk Web or App to someone.

**Prospectus Customer:** Someone who registers through Shreeja web or android application via referral link sent by a referee.

- Referral bonus of Rs.2/- per liter will be paid to the referee subject to continuation of customer in the app till 90 days from the date of subscription for first 90 days. (Referral bonus of Rs. 2/- per liter on all variants of milk will be paid to the referee after completion of 90 days subscription)
- Referral bonus of Rs.1/- per liter will be paid to the referee subject to continuation of customer from 91 to 180/270/365 days. (Referral bonus will be paid after completion of 90 days subject to continuous of subscription)
- Referral bonus will be paid on a date fixed by Shreeja Milk on a quarterly basis.
- Referee has to give the bank account details such as Bank Account No, Bank Name, Branch Name & IFSC to credit the bonus amount to the referee's account directly

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- Offer is applicable on both web and Android devices.
- The offer is valid only once per referred user for the period mentioned in this document.
- There is no limit on number of invitees.
- The offer is applicable only for the new registrations.
- The offer is not valid for “delivery once” and “free sample” orders.
- Customer is a user who has placed and installed the “Shreeja Milk” app after clicking on the referral link of the referee.
- Referee will receive benefits after completion subscription period of 90/180/270/365 days only (Bonus will be paid after completion of 90/180/270/365 subject to completion of subscription).

- Name of the Referee in the Shreeja web and android applications should be same as in bank account details submitted by referrer to receive any eligible bonus.
- Referral bonus will be paid to referee on a fixed date decided by Shreeja MMPCL once he is eligible to receive the bonus.
- Offer is not transferrable to others.
- These Offer terms and conditions ("Offer Terms") are in addition to the Shreeja Milk.com Conditions of Use & Sale and Privacy Notice to which you agree to by using Shreeja Milk.com and Terms & Conditions. In the event of any conflict between the Conditions of Use & Sale and these Offer Terms, these Offer Terms will prevail, only for the purposes of this Offer.
- In a case of dispute, Shreeja MMPCL reserves the right to a final decision on the interpretation of these Terms & Conditions.
- The above said offer is in force until Shreeja MMPCL withdraws it.
- Shreeja MMPCL has the right to amend the terms & conditions, end the offer, or call back any or all its offers without prior notice.