

TERMS & CONDITIONS

PLEASE TAKE NOTE ACCESSING, BROWSING OR OTHERWISE USING THE SITE www.khameera.com OR ORDER PLACED USING THE WEBSITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT, SO PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PROCEEDING.

For ease of reference in these Terms & Conditions, references to “you”, “User”, shall mean the end user accessing the Website, its contents and using the Services offered through the Website by Byng Kitchens India Private Limited, “Service Providers” mean independent third party service providers, and “we”, “us”, “company” “Company” “Byng” and “our” shall mean Byng Kitchens India Private Limited and its affiliates. The following terminology applies to these Terms of use, Privacy Statement and Disclaimer Notice and all Agreements: “Client”, “You” and “Your” refers to you, the person log on this website and compliant to the Company's terms of use. “Party”, “Parties”, or “Us”, refers to both the Client and ourselves.

(1) Electronic Record:

The present document and the terms and conditions contained herein, shall constitute and be deemed to be electronic record as defined and in accordance to the provisions of the Information Technology Act, 2000 and the rules made there under, applicable to electronic record, as well as any amended provisions including but not limited to legislations stipulated in various statutes relating to electronic records. This electronic record is generated by a computer system and does not require any physical or digital signatures

(2) INTRODUCTION:

Your use of Khameera Website viz. www.khameera.com (hereinafter referred to as “Website”) and its services and tools are governed by the following terms and conditions (“Terms of Use”). If You transact on/with/through the website/company, You shall be subject to the policies that are applicable to the website and/or purchases made through the Company. By mere use of the website You shall be contracting with Byng and these terms and conditions constitute your binding obligations.

When You use any of the services provided by the company, You will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they shall be deemed to be incorporated into this Terms of Use and shall be considered as part and parcel of this Terms & Conditions. The company reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check the Terms of Use periodically for changes. Your continued use of the website following the posting of changes will mean that You accept and agree to the changes.

Before making undertaking any transaction through us, you acknowledge that you have carefully read and understood the Terms of Service as laid down hereinafter including the extent of our liability in the event should you have any disparity/grievance against the services availed.

(3) User Account, Password, Security

You may register to become a member of the website at your sole discretion. However, for undertaking any transaction through the website directly it is mandatory for you to become a member. Upon registering yourself, You will receive a password and account designation upon completing the Website's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify us of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Byngel cannot and will not be liable for any loss or damage arising from your failure to comply with this clause.

(4) Cookies

We employ the use of cookies. By accessing Byngel, you agree to use cookies in agreement with the Byngel "Privacy Policy". Most interactive websites use cookies to let us retrieve the user's details for each visit. Cookies are used by our website to enable the functionality of certain areas to make it easier for people visiting our website. Some of our affiliate/advertising partners may also use cookies.

(5) License

Unless otherwise stated, Byngel and/or its licensors own the intellectual property rights for all material on Byngel. All intellectual property rights are reserved. You may access this from Byngel for your own personal use subjected to restrictions set in these terms of use.

You must not:

- Republish material from the Website.
- Sell, rent or sub-license material from the Website
- Reproduce, duplicate or copy material from the Website
- Redistribute content from the Website

(6) Hyperlinking to our Content

The following organizations may link to our Website without prior written approval:

- Government agencies;
- Search engines;
- News organizations;
- Intermediary Platforms;
- Online directory distributors may link to our Website in the same manner as they hyperlink to the Websites of other listed businesses; and
- System wide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Web site.

These organizations may link to our home page, to publications or to other Website information so long as the link: (a) is not in any way deceptive; (b) does not falsely imply

sponsorship, endorsement or approval of the linking party and its products and/or services; and (c) fits within the context of the linking party's site.

We may consider and approve other link requests from the following types of organizations:

- commonly-known consumer and/or business information sources;
- dot.com community sites;
- associations or other groups representing charities;
- online directory distributors;
- internet portals;
- accounting, law and consulting firms; and
- educational institutions and trade associations.

We will approve link requests from these organizations if we decide that: (a) the link would not make us look unfavourably to ourselves or to our accredited businesses; (b) the organization does not have any negative records with us; (c) the benefit to us from the visibility of the hyperlink compensates the absence of Bynge; and (d) the link is in the context of general resource information.

These organizations may link to our home page so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

No use of Bynge logo or other artwork will be allowed for linking without a trademark license agreement.

(7) iFrames

Without prior approval and written permission, you may not create frames around our Webpages that alter in any way the visual presentation or appearance of our Website.

(8) Limited User:

The User agrees and undertakes not to reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Website. Limited reproduction and copying of the content of the Website is permitted provided that Bynge's name is stated as the source and prior written permission of Bynge is sought. For the removal of doubt, it is clarified that unlimited or wholesale reproduction, copying of the content for commercial or non-commercial purposes and unwarranted modification of data and information within the content of the Website is not permitted. You shall not transmit any chain letters or unsolicited commercial or junk email to other users via the website. It shall be a violation of these Terms of Use to use any information obtained from the website in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person outside of the Company without the Companies prior explicit consent.

(9) User Conduct and Rules

You agree and undertake to use the Website and the Service only to post and upload messages and material that are proper. By way of example, and not as a limitation, you agree and undertake that when using a Service, you will not:

- (a) Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others;
- (b) Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
- (c) upload files that contain software or other material protected by intellectual property laws unless you own or control the rights thereto or have received all necessary consents; you own or control the rights thereto or have received all necessary consents;
- (d) Upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Website or another's computer;
- (e) Conduct or forward surveys, contests, pyramid schemes or chain letters;
- (f) download any file posted by another user of a Service that you know, or reasonably should know, cannot be legally distributed in such manner;
- (g) falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- (h) Violate any code of conduct or other guidelines, which may be applicable for or to any particular Service;
- (i) Violate any applicable laws or regulations for the time being in force in or outside India; and
- (j) Violate, abuse, unethically manipulate or exploit, any of the terms and conditions of this Agreement or any other terms and conditions for the use of the Website contained elsewhere.

(10) Reservation of Rights

We reserve the right to request that you remove all links or any particular link to our Website. You approve to immediately remove all links to our Website upon request. We also reserve the right to amend these terms of use and its linking policy at any time. By continuously linking to our Website, you agree to be bound to and follow these linking terms of use.

(11) Links to Third Party Sites:

The Website may contain links to other websites (“Linked Sites”). The Linked Sites are not under the control of Byng or the Website and Byng is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Byng is not responsible for any form of transmission, whatsoever, received by you from any Linked Site. Byng is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Byng or the Website of the Linked Sites or any association with its operators or owners including the legal heirs or assigns thereof. The users are requested to verify the accuracy of all information on their own before undertaking any reliance on such information.

(12) Removal of links from our website

If you find any link on our Website that is offensive for any reason, you are free to contact and inform us at any moment. We will consider requests to remove links but we are not obligated to do so or to respond to you directly. We do not ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we promise to ensure that the website remains available or that the material on the website is kept up to date.

(13) Indemnification:

You agree to indemnify and hold harmless Byng its owner, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of your breach of this Terms of Use, privacy Policy and other Policies, or your violation of any law, rules or regulations or the rights of a third party.

(14) Accuracy and Completeness of Information

Although Byng aims to maintain the accuracy and reliability of the information presented on this Site, however, Byng does not provide any warranties or representations as to the accuracy, correctness, reliability, or other aspects of such information. Byng does not accept any liability or responsibility for any errors or omissions in the content of this Site.

(15) Modification of Site

Byng may periodically update the information, services, and resources provided on this Site, and is entitled to do so without any obligation to inform previous, existing, or potential visitors of such changes.

(16) Your Use of the Site

The content available on this Site may be downloaded for non-commercial, personal use only, provided that the copyright, trademark, or other proprietary notices remain visible and unchanged. Any downloaded materials do not transfer any right, title, or interest to you. You agree not to copy, modify, alter, display, distribute, sell, broadcast, or transmit

any materials on the Site in any way without obtaining the written permission from Bynge.

(17) No Unlawful or Prohibited Use

By using the Site, you agree not to engage in any activities that violate these Terms of use or any applicable laws, including but not limited to any unlawful or prohibited purpose.

(18) Unsolicited Submissions

Bynge does not welcome or review any creative ideas, suggestions, or materials from the public ("Submissions"). Therefore, it is advised that you refrain from making any Submissions to Bynge. In case you still choose to send us a Submission, despite our request, such Submission will not be treated as confidential or proprietary and will be considered the sole property of Bynge. Consequently, Bynge will have full rights, title, and interests over the Submission, and can use it for any purpose whatsoever.

(19) Privacy Policy

The usage of any personal data that you provide to the Site is subject to the [Privacy Policy](#) of the Site, as established by Bynge.

(20) Disclaimers

THE WEBSITE IS OFFERED "AS IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. BYNGE DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY KIND OF LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY SORT, WHETHER ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY RELATED TO

- ANY ERRORS IN OR OMISSIONS FROM THE CONTENT OF THIS WEBSITE, INCLUDING BUT NOT LIMITED TO TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS,
- ANY THIRD-PARTY WEBSITES OR THEIR CONTENTS ACCESSED DIRECTLY OR INDIRECTLY THROUGH LINKS ON THIS WEBSITE, INCLUDING BUT NOT LIMITED TO ANY ERRORS IN OR OMISSIONS FROM SUCH CONTENTS,
- THE UNAVAILABILITY OF THE WEBSITE OR ANY PART THEREOF,
- YOUR USE OF THIS WEBSITE, OR
- YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THE WEBSITE.

(21) Limitation of Liability

Bynge shall not be liable under any legal or equitable theory, including tort, contract, strict liability or otherwise, for any direct, indirect, special, incidental, or consequential damages arising from the use of the information contained on this website. Such damages may include, without limitation, lost profits, loss of goodwill, loss of data, work

stoppage, inaccurate results, or computer failure or malfunction.

(22) Copyright Notice

All graphic images, buttons, and textual content on this Site, unless otherwise specified, are the sole and exclusive property of Bynge and its subsidiaries. You may not copy, distribute, display, reproduce, or transmit any of these items in any form or by any means, electronic, mechanical, photocopying, recording, or otherwise, without the prior written consent of Bynge, except for personal use.

(23) Trademarks

The Marks, including logos, brand identities, and other trademarks and service marks displayed on this Site, are either owned or licensed by Bynge and its subsidiaries. No license or right to use any of the Marks displayed on the Site is granted or implied, except with the prior written permission of Bynge or the respective third-party owners of the Marks.

(24) Pricing:

Prices, if any for products are described on our Website and are incorporated into these Terms by reference. All prices are in Indian rupees. Prices, products and Services may change at Bynge's discretion.

(25) Termination:

- a) Bynge may suspend or terminate your use of the Website or any Service if it believes, in its sole and absolute discretion that you have breached, violated, abused, or unethically manipulated or exploited any term of these Terms or anyway otherwise acted unethically.
- b) Notwithstanding Section 25 (a) above, these Terms will survive indefinitely unless and until Bynge chooses to terminate them.
- c) If you or Bynge terminates your use of the Website or any Service, Bynge may delete any content or other materials relating to your use of the Service and Bynge will have no liability to you or any third party for doing so.
- d) You shall be liable to pay for any Service or product that you have already ordered till the time of Termination by either party whatsoever.

(26) Governing Law:

This Agreement shall be governed by and interpreted and construed in accordance with the laws of India. In the event of dispute between the parties pertaining to the these terms as well as for any Service rendered by the Company or access to the Website, the same shall be subject to the exclusive jurisdiction of the of the courts at Noida, Uttar Pradesh.

(27) Severability:

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

(28) Report Abuse:

As per these Terms, users are solely responsible for every material or content uploaded on to the Website. Users can be held legally liable for their contents and may be held legally accountable if their contents or material include, for example, defamatory comments or material protected by copyright, trademark, etc. If you come across any abuse or violation of these Terms, please report to khameera@byngekitchens.com

(29) Grievance Cell:

In consonance with the provisions of the applicable laws including but not limited to the Information Technology Act, 2000 and the rules made thereunder, the following person has been appointed as the Grievance Officer:

Grievance Redressal Officer:

Rohit Rai

Time: Mon to Sat (10:00 to 19:00)

Email: rohit@byngekitchens.com