

# Conditions of Use

1. The website ("cfn.xyz") and the mobile application ("cfn") are operated by Gyarahsoelevn Espresso LLP ("cfn" or "us" or "we" or "our"), having its registered office located Second floor, 4709/21, Darya Ganj, New Delhi 110002.

Please read the Conditions of Use document carefully before using the cfn.xyz website/ mobile application. By using the www.cfn.xyz website/ mobile application, you signify your agreement to be bound by cfn's Conditions of Use. Cfn is a data controller of personal information collected and processed through the use of our website/ mobile application. As described in our Privacy Notice, we share information with third-party service providers. For example, we use third-party service providers to fulfil orders for products or services, and to deliver packages.

For any further details on our security practices please read our Privacy Policy. For any queries or issues relating to, you can contact us by emailing [support@cfn.xyz](mailto:support@cfn.xyz)

2. Please read these conditions carefully before using the cfn Services.

By using the cfn Services, you signify your agreement to be bound by these conditions. In addition, when you use any current or future Cfn service (eg. marketplace or mobile application) ("cfn Service"), you will also be subject to the terms, guidelines and conditions applicable to that cfn Service. ("Terms"). If these Conditions of Use are inconsistent with such Terms, the Terms will control.

These "Conditions of Use" constitute an electronic record within the meaning of the applicable law. This electronic record is generated by a computer system and does not require any physical or digital signatures.

These Conditions of Use comprise of:

- a. Conditions Relating to Your Use of Cfn Service;
- b. Notice and Procedure for Making Claims of Infringement; and
- c. Notice and Procedure for Notifying Cfn of any Objectionable Content.

3. Conditions Relating to Your Use of the website

a. Your Account

If you use the app, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your devices to prevent unauthorised access to your account. You agree to accept responsibility for all activities

that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner. Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provided when registering. You can access and update much of the information you provided us with in the mobile/web profile page. You agree and acknowledge that you will use your account on the website to purchase products only for your personal use and not for business purposes. Cffn reserves the right to refuse access to the website, mobile application, terminate accounts, remove or edit content at any time without notice to you.

#### b.Privacy

Please review our Privacy policy below, which also governs your visit and, or, use of the website, to understand our practices. The personal information / data provided to us by you during the course of usage of the Cffn Service will be treated as strictly confidential and in accordance with the Privacy Policy and applicable laws and regulations. If you object to your information being transferred or used, please do not use the website or app.

#### c.E-Platform for Communication

You agree, understand and acknowledge that the app is an online platform that enables you to purchase products listed on the website at the price indicated therein at any time from any location. You further agree and acknowledge that cffn is only a facilitator and is not and cannot be a party to or control in any manner any transactions on the app. Accordingly, the contract of sale of products on the website shall be a strictly bipartite contract between you and the sellers on Cffn. The contract of sale can be found below. Cffn currently does not charge you any fees for your use of the website or for purchasing products / services on the website. Cffn may charge you, with prior intimation, for facilitating your purchase and providing ancillary services like packaging and delivery of products purchased on the website and app.

#### d.Access to the website

We will do our utmost to ensure that availability of the app will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed. Also, your access to the app may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services at any time without prior notice. We will attempt to limit the frequency and duration of any such suspension or restriction.

#### e. License for website access

Subject to your compliance with these Conditions of Use and payment of applicable fees, if any, Cffn grants you a limited licence to access and make personal use of this website, but not to download (other than page caching) or modify it, or any portion of it, except with express written consent of Cffn and, or, its affiliates, as may be applicable. This licence does not include any resale or commercial use of this website or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this website or its contents; any downloading or copying of account information for the benefit of another seller; or any use of data mining, robots, or similar data gathering and extraction tools.

This website or any portion of this website (including but not limited to any copyrighted material, trademarks, or other proprietary information) may not be reproduced, duplicated, copied, sold, resold, visited, distributed or otherwise exploited for any commercial purpose without express written consent of Cffn and / or its affiliates, as may be applicable.

You may not frame or use framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Cffn and its affiliates without express written consent. You may not use any meta tags or any other "hidden text" utilising Cffn's or its affiliates' names or trademarks without the express written consent of Cffn and, or, its affiliates, as applicable. Any unauthorised use terminates the permission or licence granted by Cffn and, or, its affiliates, as applicable.

You are granted a limited, revocable, and non-exclusive right to create a hyperlink to the website as long as the link does not portray Cffn, their affiliates, or their products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any Cffn logo or other proprietary graphic or trademark as part of the link without express written consent of Cffn, **and**, or, its affiliates, as may be applicable.

#### f. Your conduct

You must not use the website in any way that causes, or is likely to cause, the website or access to it to be interrupted, damaged or impaired in any way. You understand that you, and not Cffn, are responsible for all electronic communications and content sent from your devices to us and you must use the app for lawful purposes only. You must not use the app for any of the following:

1. for fraudulent purposes, or in connection with a criminal offence or other unlawful activity;

2. to send, use or reuse any material that does not belong to you; or is illegal, offensive (including but not limited to material that is sexually explicit content or which promotes racism, bigotry, hatred or physical harm), deceptive, misleading, abusive, indecent, insulting or harassing, blasphemous, defamatory, libellous, obscene, pornographic, paedophilic, or menacing; ethnically objectionable, disparaging or in breach of copyright, trademark, patent, confidentiality, privacy or any other proprietary information or right; or is otherwise injurious to third parties; or relates to or promotes money laundering or gambling; or is harmful to minors in any way; or impersonates another person; or threatens the unity, integrity, defence, security or sovereignty of India or friendly relations with foreign States or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting other nation; or objectionable or otherwise unlawful in any manner whatsoever; or which consists of or contains software viruses or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource, political campaigning, commercial solicitation, chain letters, mass mailings or any "spam; or is patently false and untrue; or
3. to cause annoyance, inconvenience or needless anxiety.

g.Reviews, comments, communication and other content

Users of this App may post reviews, comments and other content; send communications; and submit suggestions, ideas, comments, questions, or other information, as long as the content is not illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties, or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." In the event a user uses a false e-mail address, impersonates any person or entity, or otherwise misleads as to the origin of any content. Cffn reserves the right (but not the obligation) to remove, refuse, delete or edit any content that in the sole judgement of Cffn violates these Conditions of Use and, or terminate your permission to access or use their website.

If you do post content or submit material, and unless we indicate otherwise, you grant Cffn and its affiliates a non-exclusive, royalty-free, irrevocable, perpetual and fully sublicensable rights to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media; and Cffn and its affiliates and sublicensees the right to use the name that you submit in connection with such content, if they choose. You agree that the rights you grant above are irrevocable during the entire period of protection of your intellectual property rights associated with such content and material. You agree to waive your right

to be identified as the author of such content and your right to object to derogatory treatment of such content. You agree to perform all further acts necessary to perfect any of the above rights granted by you to Cffn, including the execution of deeds and documents, at its request.

You represent and warrant that you own or otherwise control all of the rights to the content that you post or that you otherwise provide on or through the website; that, as at the date that the content or material is submitted to Cffn: (i) the content and material is accurate; (ii) use of the content and material you supply does not breach any applicable Cffn policies or guidelines and will not cause injury to any person or entity (including that the content or material is not defamatory); (iii) the content is lawful. You agree to indemnify Cffn and its affiliates for all claims brought by a third party against it or its affiliates arising out of or in connection with a breach of any of these warranties.

#### h. Claims against Objectionable Content

You can refer to the product detail page on the website for checking any product details provided by the seller regarding the following:

1. the 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. These details are available on the invoice issued to you.
2. mandatory notices and information provided by applicable laws, and the expiry date of the good being offered for sale, where applicable;
3. 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;
4. importer and the guarantees related to the authenticity or genuineness of the imported products; and

Because Cffn lists several products for sale offered by sellers on the website and hosts many thousands of comments, it is not possible for us to be aware of the contents of each product listed for sale, or each comment or review that is displayed. Accordingly, Cffn operates on a "notice and takedown" basis. If you believe that any content on the website is illegal, offensive (including but not limited to material that is sexually explicit content or which promotes racism, bigotry, hatred or physical harm), deceptive, misleading, abusive, indecent, insulting or harassing, blasphemous, defamatory, libellous, obscene, pornographic, paedophilic, invasive of another's privacy or menacing; ethnically objectionable, disparaging; or in breach of a third party's confidential, proprietary information or right; or is otherwise injurious to third parties; or relates to or promotes money laundering or gambling; or is harmful to minors in any

way; or impersonates another person; or threatens the unity, integrity, defence, security or sovereignty of India or friendly relations with foreign States, or public order, or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or in insulting other nation; or objectionable or otherwise unlawful in any manner whatsoever; or which consists of or contains software viruses or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource; or is patently false and untrue ("Objectionable Content"), please notify us immediately by following our Notice and Procedure for Making Claims of Right Infringements. Once this procedure has been followed, Cffn will make all reasonable endeavours to remove such Objectionable Content complained about within a reasonable time.

#### i. Copyright, Author's Rights and Database Rights

All content included on the website, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of Cffn, its affiliates or its content suppliers and is protected by India and international copyright, authors' rights and database right laws. The compilation of all content on this website is the exclusive property of Homegrounds and its affiliates and is protected by laws of India and international copyright and database right laws. All software used on this website is the property of Cffn, its affiliates or its software suppliers and is protected by Indian and international copyright and author' rights laws.

You may not systematically extract/ or re-utilise parts of the contents of the website without Cffn and, or, its affiliates (as may be applicable) express written consent. In particular, you may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any substantial parts of this website, without Cffn and, or, its affiliate's (as may be applicable) express written consent. You may also not create and/ or publish your own database that features substantial (eg. prices and product listings) parts of this website without Cffn and, or, its affiliates (as may be applicable) express written consent.

#### j. Intellectual Property Claims

Cffn and its affiliates respect the intellectual property of others. If you believe that your intellectual property rights have been used in a way that gives rise to concerns of infringement, please follow our Notice and Procedure for Making Claims of Right Infringements.

#### k. Trademarks

The Cffn logo and other marks indicated on our website are trademarks or registered trademarks of XXX or its subsidiaries, in the relevant jurisdiction. Cffn's graphics, logos,

page headers, button icons, scripts and service names are the trademarks or trade dress of Cffn. Cffn's trademarks and trade dress may not be used in connection with any product or service that is not Cffn's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Cffn. All other trademarks not owned by Cffn that appear on this website are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Cffn.

#### **I.Disclaimer**

You acknowledge and undertake that you are accessing the services on the website, and transacting at your own risk and are using your best and prudent judgement before entering into any transactions through the website. You further acknowledge and undertake that you will use the website to order products only for your personal use and not for business purposes. We shall neither be liable nor responsible for any actions or inactions of sellers nor any breach of conditions, representations or warranties by the sellers or manufacturers of the products and hereby expressly disclaim any all responsibility and liability in that regard. We shall not mediate or resolve any dispute or disagreement between you and the sellers or manufacturers of the products.

We further expressly disclaim any warranties or representations (express or implied) in respect of quality, suitability, accuracy, reliability, completeness, timeliness, performance, safety, merchantability, fitness for a particular purpose, or legality of the products listed or displayed or transacted or the content (including product or pricing information and/or specifications) on the website. While we have taken precautions to avoid inaccuracies in content, this website, all content, information (including the price of products), software, products, services and related graphics are provided as is, without warranty of any kind. We do not implicitly or explicitly support or endorse the sale or purchase of any products on the website. At no time shall any right, title or interest in the products sold through or displayed on the website vest with Cffn nor shall Cffn have any obligations or liabilities in respect of any transactions on the website.

#### **m.Indemnity and Release**

You shall indemnify and hold harmless Cffn, its subsidiaries, affiliates and their respective officers, directors, agents and employees, from any claim or demand, or actions including reasonable attorney's fees, made by any third party or penalty imposed due to or arising out of your breach of these Conditions of Use or any document incorporated by reference, or your violation of any law, rules, regulations or the rights of a third party.



You hereby expressly release Cffn and, or, its affiliates and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions/inactions of the vendors and specifically waiver any claims or demands that you may have in this behalf under any statute, contract or otherwise.

#### n.Children

Use of Cffn is available only to persons who can form a legally binding contract under the Indian Contract Act, 1872. If you are a minor i.e. under the age of 18 years, you may use Cffn only with the involvement of a parent or guardian.

#### o.Other Businesses

Parties other than Cffn and its affiliates may operate stores, provide services, or sell product lines on the website. For example, businesses and individuals offer products via Marketplace. In addition, we provide links to the websites of affiliated companies and certain other businesses. We are not responsible for examining or evaluating, and we do not warrant or endorse the offerings of any of these businesses or individuals, or the content of their websites. Homegrounds does not assume any responsibility or liability for the actions, products, and content of any of these and any other third-parties. You can tell when a third-party is involved in your transactions, and we may share customer information related to those transactions with that third-party. You should carefully review their privacy statements and other conditions of use.

#### p.Communications

When you visit the website, you are communicating with us electronically. You will be required to provide a valid phone number while placing an order with us if you haven't already provided one while creating an account with us. We may communicate with you by email, SMS, phone call or by posting notices on the website or by any other mode of communication including push notifications on your phone / tablet / other mobile device. For contractual purposes, you consent to receive communications (including transactional, promotional and/or commercial messages), from us with respect to your use of the website and/or your order placed on the website.

#### q.Losses

We will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss that is not reasonably foreseeable to both you and us when you commenced using the website.

#### r.Alteration of Service or Amendments to the Conditions



We reserve the right to make changes to our website, policies, and these Conditions of Use at any time. You will be subject to the policies and Conditions of Use in force at the time that you use the website or that you order goods from us, unless any change to those policies or these conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by you). If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

s.Events beyond our reasonable control

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

t.Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

u.Governing law and Jurisdiction

These conditions are governed by and construed in accordance with the laws of India. You agree, as we do, to submit to the exclusive jurisdiction of the courts at Delhi.

v.Customer Complaint Details

The details pertaining to each customer complaint lodged (including the status of the complaint and tracking details) are provided in the return e-mails which are sent back to the customers.

w.Cffn Software Terms

In addition to these Conditions of Use, the terms found here apply to any software (including any updates or upgrades to the software and any related documentation) that we make available to you from time to time for your use in connection with Cffn Services ("Cffn Software").

You may use Cffn Software solely for purposes of enabling you to use and enjoy the Cffn Services as provided by Cffn, and as permitted by the Conditions of Use and these Cffn Software Terms. You may not incorporate any portion of the Cffn Software into your own programs or compile any portion of it in combination with your own programs, transfer it for use with another service, or sell, rent, lease, lend, loan, distribute or sub-license the Cffn Software or otherwise assign any rights to the Cffn Software in whole or in part. You may not use the Cffn Software for any illegal purpose. We may cease providing any Cffn Software and we may terminate your right to use any Cffn

Software at any time. Your rights to use the Cffn Software will automatically terminate without notice from us if you fail to comply with any of these Cffn Software Terms and the Conditions of Use. Additional third-party terms contained within or distributed with certain Cffn Software that are specifically identified in related documentation may apply to that Cffn Software (or software incorporated with the Cffn Software) and will govern the use of such software in the event of a conflict with these Conditions of Use. All software used in any Cffn Service is the property of Cffn and, or, its affiliates or its software suppliers and protected by laws of India including but not limited to any other applicable copyright laws.

#### x. Use of Third-Party Services

When you use the Cffn Software, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile platform provider. Your use of these third-party services may be subject to the separate policies, terms of use, and fees of these third parties.

#### y. No Reverse Engineering

You may not, and you will not encourage, assist or authorise any other person to copy, modify, reverse engineer, decompile or disassemble, or otherwise tamper with, the Cffn Software, whether in whole or in part, or create any derivative works from or of the Cffn Software.

#### z. Updates

In order to keep the Cffn Software up-to-date, we may offer automatic or manual updates at any time and without notice to you.

#### Notice and Procedure for Making Infringement Claims

1. If you believe that your rights are being infringed, you may fill out and submit the Notice Form. We respond expeditiously to rights owners and their agents who complete and submit the Notice Form to communicate concerns about any alleged infringement.

2. Upon receipt of a Notice Form we may take certain actions, including removing information or an item, all of which are taken without any admission as to liability and without prejudice to any rights, remedies or defences, all of which are expressly reserved. Furthermore, in submitting a Notice Form, you grant to Cffn the right to use, reproduce, **modify**, adapt, publish, translate, create derivative works from, and display its content throughout the world in any media. This includes forwarding the Notice Form to the parties involved in the provision of the allegedly infringing content. You agree to indemnify Cffn for all claims brought by a third party against Cffn arising out of or in connection with the submission of a Notice Form.

3.Note on Third Party Seller Listings: Please keep in mind that Third-Party Seller listings are merely hosted on Cffn website and mobile application and are posted solely at the direction of Third-Party Sellers who may be contacted via their "Seller Information" page, accessible from any of their listings.

4.Important Warning: giving false, misleading or inaccurate information in the Notice Form to Cffn may result in civil and/or criminal liability. You should contact a legal advisor should you have any questions.

5.Notice Form:

If you believe that your rights are being violated by an item or information on the Cffn website and, or, mobile application, you may fill out and submit the Notice Form (below). This signed form can be sent via E-mail PDF to the Grievance

Officer:

Name: XXXX – Support Team

e-mail: support@cffn.xyz

Subject Line: Claim of Infringement

(We will accept a signed PDF via email with the subject line "Claim of Infringement" or by way of registered post to the aforementioned address, unless by prior agreement we have agreed with you for an alternative receipt mechanism).

I, [INSERT FULL NAME AND TITLE ] of [COMPANY NAME, IF APPLICABLE] , state as follows:

1.Contact information:

(a) Your and/ or your company's name, address, telephone number and contact email address; (b)The contact email address and/or name which we will provide to Third Party Sellers (if relevant) so they may contact you to resolve any issues regarding your notification to us. If you do not provide a separate contact email, you authorise us to use the contact information you provide in (1)(a).

2.Listing Details and Allegation of Infringed Right:

(a) A detailed description of where the information that you claim is infringing your rights is located on the site; where regarding a Third-Party Seller listing please also provide the name used to identify the Seller on the site (look for "dispatched and sold by \_\_\_\_\_" or "by \_\_\_\_\_" in the listing). (b) A description of your intellectual property right(s) that you claim has/have been infringed (e.g. copyright, trademark or patent) by the

information of/for the relevant listing. [REPEAT (2)(a-b) as necessary for multiple items, see example Notice Form here.]

3. Include the following statement:

"I have a good faith belief that the portion of the listing(s) described above violate(s) the intellectual property rights owned by the intellectual property owner or its agent, nor is such use otherwise permissible under law."

4. Include the following statement:

"I represent that the information in this notification is true and correct and that I am the intellectual property owner or authorised to act on behalf of the intellectual property owner for the rights described above."

5. Sign the Notice Form.

## Privacy Policy

This privacy policy governs the manner in which Cffn collects, uses, maintains and discloses information collected from users (each, a "User") of the [cffn.xyz] website and, or, the mobile application ("Site"). This privacy policy applies to the Site and all services offered by Cffn.

### 1. Personal Identification Information

We may collect personal identification information from Users in a variety of ways, including, but not limited to, when users register on the site, place an order, and in connection with other activities, services, features or resources we make available on our Site. Users may visit our Site anonymously. We will collect personal identification information from Users only if they voluntarily submit such information to us. Users can always refuse to supply personal identification information, except that it may prevent them from engaging in certain site related activities.

### 2. Information we do not collect or process

We do not collect or store payment information of our Users like their bank details, card details etc. This information if supplied by Users while purchasing products and services on the Site are directly provided to third-party payment gateways contracted by the Site ("Payment Gateway Sites"). The Payment Gateway Sites may store your information for smoother check-outs, so Users are advised to read the privacy policy of the Payment Gateway Sites before consenting to providing their payment information or consenting

to storage of such information with Payment Gateway Sites. This privacy policy shall not govern your usage of Payment Gateway Sites and Cffn shall not be responsible for information provided by Users to such Payment Gateway Sites and usage of such information.

### 3. Web Browser Cookies

Our Site uses “cookies” to enhance User experience. User's web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. You can adjust your browser to alert you when the site is trying to send you cookies and also to block all cookies whilst visiting our Site. Blocking cookies will mean that you are only able to use Cffn website and, or mobile application for the purpose of browsing and research rather than purchasing products. Through the use of cookies, we can track previous websites that our visitors and other users of the IP address have been to as well as the search terms entered by users. Cookies are used purely for the purpose of statistical analysis of traffic flows for the improvement of our website, and are never stored in a form in which individual users can be identified. Therefore, they are not used to collect personal information about you.

### 4. How We Use Collected Information

Cffn may collect and use Users personal information for the following purposes:

- a) To provide delivery services to Users in respect of products / services purchased by the Users on the Site including for providing invoices against such purchases.
- b) To improve customer service, information you provide helps us respond to your customer service requests and support needs more efficiently.
- c) To personalise user experience we may use information in the aggregate to understand how our Users as a group use the services and resources provided on our Site.
- d) To improve our Site we may use feedback you provide to improve our products and services.
- e) To run a promotion, contest, survey or other Site feature
- f) To send Users information they agreed to receive about topics we think will be of interest to them.

### 5. How We Protect Your Information

The security of your personal details is of utmost importance to us and we employ stringent security measures to make sure that your details cannot be accessed by third parties who we do not already have a trusted relationship and agreement with. We do not store or process any payments related information as stated above which is directly managed by our payment service provider who is compliant to industry standards for payment information protection as PCI-DSS.

## 6. Sharing of Personal Information of Users

The personal information of Users may be shared with Cffn vendors and sellers responsible for packaging, dispatching and shipping the products / services purchased by Users on the Site. By purchasing any products / services on the Site, the Users explicitly consent to sharing of such personal information with such vendors / sellers. Cffn shall contract with such vendors / sellers to protect the personal information of Users and utilise it only for the above limited purposes.

## 7. Third Party Websites

Users may find advertising or other content on our Site that link to the sites and services of our partners, suppliers, advertisers, sponsors, licensors and other third parties. We do not control the content or links that appear on these sites and are not responsible for the practices employed by websites linked to or from our Site. In addition, these sites or services, including their content and links, may be constantly changing. These sites and services may have their own privacy policies and customer service policies. Browsing and interaction on any other website, including websites which have a link to our Site, is subject to that website's own terms and policies.

## 8. Advertising

Ads appearing on our site may be delivered to Users by advertising partners, who may set cookies. These cookies allow the ad server to recognize your computer each time they send you an online advertisement to compile non personal identification information about you or others who use your computer. This information allows ad networks to, among other things, deliver targeted advertisements that they believe will be of most interest to you. This privacy policy does not cover the use of cookies by any advertisers.

## 9. Changes to This Privacy Policy

Cffn has the discretion to update this privacy policy at any time. When we do, we will revise the updated date at the bottom of this page. We encourage Users to frequently check this page for any changes to stay informed about how we are helping to protect the personal information we collect.

## 10. Acceptance of These Terms

Please read these Conditions of Use carefully before using the cffn Services. By accessing or using the cffn Services, you agree to be bound by these Conditions of Use. Additionally, when you use any current or future Cffn service (e.g., marketplace or mobile application) ("Cffn Service"), you will also be subject to the specific terms, guidelines, and conditions applicable to that Cffn Service ("Service Terms"). In the event

of any inconsistency between these Conditions of Use and the Service Terms, the Service Terms shall prevail.

## Return and Refund Policy

This Cffn Return and Refund Policy is universally applicable to product purchases made through the Cffn platform (Cffn website available at [www.cffn.xyz](http://www.cffn.xyz) or Cffn mobile applications) except otherwise specified.

1. All products purchased on Cffn website shall be returnable if such products are damaged in transit provided that the Buyer raises a complaint in this regard within 2 (two) days of delivery. All complaints should be communicated to Cffn, along with photographic or videographic evidence if any. In such a case, Cffn shall coordinate with the Seller to process a return and refund which shall take up to fifteen (15) working days. If the products are not in a fit state to be packaged and returned, Cffn may in consultation with the Seller process the return and refund without claiming the damaged products back from the Buyer.
2. The Buyer in the above cases may also opt for replacement of the damaged products which will be delivered free of cost to the Buyer provided their availability. The replacement delivery will be subject to ordinary delivery timelines specified by the Seller. In case, the Buyer opts for replacement and the products are not available, Cffn in consultation with the Seller processes the refund as the default solution.
3. The Buyer may also opt for cancellation of order and refund if the delivery of the products is unduly delayed; i.e. it has not reached the Buyer even after five (5) days of the estimated delivery date. In such a case, Cffn shall coordinate with the Seller to process a return and refund which may take anywhere between 7-15 working days.
4. Cffn reserves the right not to process refunds in case the delivery address mentioned by the Buyer is incorrect or if delivery cannot be given due to Buyer unavailability even after 2 (two) delivery attempts by the logistics partners.
5. All products which were delivered in product condition and were fit for use but got damaged later on will not be eligible for return.



6. This Return and Refund Policy is not applicable to products whose performance is not up to the satisfaction of the Buyers. In such cases, if the products are accompanied by a warranty, the return, replacement and refunds if any shall be governed by such warranty.

7. Cffn may process returns for products which do not meet quality standards as advertised subject to confirmation of the Seller and for such cases, return, replacement and refunds will depend on individual Sellers and their respective return and refund policies. Cffn shall not be responsible to the Buyer in such cases and Buyers are advised to carefully read the Seller return and refund conditions before making any purchases.

## Sale Terms

Please read these conditions carefully before placing an order for any products with the Sellers ("We" or "Our" or "Us", wherever applicable) on the website. These conditions signify your agreement to be bound by these conditions.

In addition, when you use any current or future Cffn Service, you will also be subject to the terms, guidelines and conditions applicable to that service ("Terms"). If these Conditions of Sale are inconsistent with such Terms, the Terms will control.

### 1. Conditions Relating to the Sale of Products to You

This section deals with conditions relating to the sale of products on the website by us to you.

### 2. Our Contract

Your order is an offer to us to buy the product(s) in your order. When you place an order to purchase a product from us, you will receive an email confirming receipt of your order and containing the details of your order (the "Order Confirmation Email"). The Order Confirmation E-mail is acknowledgement that we have received your order, and does not confirm acceptance of your offer to buy the product(s) ordered. We only accept your offer, and conclude the contract of sale for a product ordered by you, when the product is dispatched to you and an e-mail confirmation and, or, push notification is sent to you that the product has been dispatched to you (the "Dispatch Confirmation"). If your order is dispatched in more than one package, you may receive a separate Dispatch Confirmation for each package, and each Dispatch Confirmation and corresponding dispatch will conclude a separate contract of sale between you and us for the product(s) specified in that Dispatch Confirmation.

Your contract is with us (the Sellers) and you confirm that the product(s) ordered by you are purchased for your internal / personal purpose and not for resale or business purpose. You authorise us to declare and provide declaration to any governmental authority on your behalf stating the aforesaid purpose of the products ordered by you on the website.

You can cancel your order for a product at no cost any time before we send the Dispatch Confirmation relating to that product, except where the order is for any consumable items or any customised orders.

Please note that we sell products only in quantities which correspond to the typical needs of an average household. This applies both to the number of products ordered within a single order and the placing of several orders for the same product where the individual orders comprise a quantity typical for a normal household.

### 3. Returns

Most items purchased from sellers listed on the website are returnable within the return window, except those that are explicitly identified as not returnable. The return is processed only if:

it is determined that the product was not damaged while in your possession; the product is not different from what was shipped to you; the product is returned in original condition (with original packaging, MRP tag intact, user manual, warranty card and accessories, as applicable).

You can review the return policy for products listed above.

For the products that are returned by the customer, the refund is issued to the original payment method (in case of pre-paid transactions) or to the bank account / credit/ debit card.

For damaged/ defective items, the seller will issue a refund if the item cannot be replaced. In any case where a refund is required, the seller(s) need to authorise that refund. Cffn can assist in facilitating refunds for you only when the seller notifies us of the receipt of the item.

Once the seller notifies us of the receipt of the return item, the above refund time period will apply for processing refunds.

For Pay on Delivery orders (if offered to you), refunds will be processed to your bank account (via National Electronic Funds Transfer (NEFT)), within 3-5 business days.

If you wish to receive the Pay on Delivery (if offered to you) order's refund to your bank account, you must respond to the email approving the refund with your bank account details in accordance with the instructions provided in such email.

Note: Refunds cannot be processed to third-party accounts. The name on your Cffn account should match with the name of the bank account holder.

#### 4. Pricing and availability

We list availability information for products sold by us on the website, including on each product information page. Beyond what we say on that page or otherwise on the website, we cannot be more specific about availability. Please note that dispatch estimates are just that. They are not guaranteed dispatch times and should not be relied upon as such. As we process your order, you will be informed by email if any products you order turn out to be unavailable.

For more details, please review our Pricing policy and our Availability Guide, both of which apply to products ordered from us.

All prices are inclusive of VAT/CST, service tax, Goods and Services Tax ("GST"), duties and cesses as applicable - unless stated otherwise.

#### 5. Taxes

You shall be responsible for payment of all fees/costs/charges associated with the purchase of products from us and you agree to bear any and all applicable taxes including but not limited to VAT/CST, service tax, GST, duties and cesses etc.

#### 6. Children

Use of the website is available only to persons who can form a legally binding contract under the Indian Contract Act, 1872. If you are a minor i.e. under the age of 18 years, you may purchase only with the involvement of a parent or guardian.

#### 7. Communications

When you visit the website, you are communicating with us electronically. You will be required to provide a valid phone number while placing an order with us. We may communicate with you by email, SMS, phone call or by posting notices on the website or by any other mode of communication. For contractual purposes, you consent to receive communications including SMS, e-mails or phone calls from us with respect to your order.

#### 8. Losses

We will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss that is not reasonably foreseeable to both you and us when a contract for the sale of goods by us to you was formed.

#### 9. Alteration or Amendments to the Conditions

We reserve the right to make changes to our policies, and these Conditions of Sale at any time. You will be subject to the policies and Conditions of Sale in force at the time you order goods from us, unless any change to those policies or these conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by you). If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

#### 10. Events beyond our reasonable control

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

#### 11. Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

#### 12. Governing Law and Jurisdiction

These conditions are governed by and construed in accordance with the laws of India. You agree, as we do, to submit to the exclusive jurisdiction of the courts at Delhi.

## Shipping Policy

Your freshly roasted coffee orders are shipped directly from the Seller's roasting location to your doorstep. Once your order is confirmed, you will receive an email notification. If you've purchased items from different roasters in a single order, they will be shipped separately.

Each roaster follows their unique roasting schedule, but rest assured that your coffee will be shipped within 48 hours of order confirmation. Delivery typically takes 3-5 working days from the shipping date.

For equipment orders, they will be shipped within 48 hours.

If your coffee doesn't reach you within 10 days, we will either dispatch a new shipment of coffee or process a full refund. Please note that we are unable to take any action before the 10-day period, as we rely on third-party courier partners, and our control is limited once the order is dispatched. If you have any concerns about your order, feel free to contact us at [support@cfn.xyz](mailto:support@cfn.xyz).

