

Returns, Cancellations, Refunds and Exchange Policy

A. General Provisions

The full-fledged marketplace is available as a mobile application on the domain name: <https://e-yugam.com/> (hereinafter referred to as "**E-Yugam**") which is developed, owned and operated by Metonymy LLP, a limited liability partnership, incorporated under the Limited Liability Partnership Act, 2008 with its registered office at B - 402, Mahakaleshwar Link Road, Kandarpada, Dahisar, Dahisar, Mumbai, Dahisar East, Maharashtra, India, 400068 (hereinafter referred to as the "**Entity**").

1. This Returns, Cancellations, Refunds and Exchange Policy ("**Policy**") governs the rights and obligations of the Entity, the buyers (also referred to as "**Consumer Users**" or "**CU**") as well as the sellers (also referred to as "**Business Users**" or "**BU**") (collectively referred to as "**Users**") who are using E-Yugam.
2. This Policy is applicable solely to products and/or services that are bought or sold through E-Yugam and excludes any products and/or services that are traded outside E-Yugam, even if such trade occurs between individuals or entities who were introduced through E-Yugam. The Users are deemed to have read, understood and accepted the provisions of this Policy.
3. E-Yugam reserves the unilateral right to amend, revise, suspend or revoke any clause or provision of this Policy at its sole discretion, without prior notice to any User. Provided that such amendment shall not adversely impact any orders or bookings of any products and/or services that are in transit or in process at the time of such amendment.
4. Any User who is directly or indirectly affected by any provision of this Policy is entitled to raise disputes and/or grievances in accordance with the grievance redressal mechanism set out in the Master Services Agreement.
5. It is recommended that every time you wish to use E-Yugam, please check the Policy to ensure that you understand the terms and conditions that are applicable at that time when you are placing any order for products and/or services offered on E-Yugam.
6. By agreeing to use E-Yugam and/or initiating a request for purchase of products and/or availing services, Users agree to be bound by the terms contained in this Policy without modification.
7. The Entity shall not be liable to indemnify any Consumer User and/or Business User for any damaged products and/or faulty services which are provided or availed through E-Yugam. The Entity's obligations is limited solely to the return, refund, cancellation and exchange obligations expressly stated under this Policy.

B. Returns

1. This clause applies exclusively to products and not services.
2. While raising a request for return on E-Yugam, the Consumer User shall have the option to seek a refund of the monies paid by him/her towards the purchase of the product. The User shall ensure that the product being returned comply with the conditions set out under this Policy and are, among other conditions, unused, unwashed, with price tags intact, all packaging material undamaged and unused.
3. In case we find that the returned product does not meet the criteria mentioned under this Policy, E-Yugam reserves the right to reject the return product(s) and refuse refunds in relation thereof. *[DSK Note: Metonymy LLP to confirm]*
4. You agree that we will not accept the return of any product: (i) if you have placed the order for a wrong product model, colour or incorrect product, or (ii) if the product belongs to non-returnable products category, or (iii) if you fail to request return/register a complaint in relation to the product within defined return window. *[DSK Note: Metonymy to annex/provide a list of non-returnable products in this Policy]*
5. Each product shall have a defined return window which shall be assigned by the administrator of E-Yugam. However, certain products, explicitly marked as '*not eligible for return*', '*final sale*', '*clearance*' or not accompanied by a defined return window, shall be excluded from this clause.
6. The eligibility for returning a product shall automatically lapse upon the expiry of the defined return window.
7. The defined return period may be modified by the Business Users by increasing or decreasing the period in number of days or hours, as required, only with the prior approval of the administrator of E-Yugam.
8. If a User has purchased products which form a part of a package of other products (the "**Bundled Package**"), the User shall be required to return all the products that form a part of the Bundled Package to process refunds. For illustrative purposes, if the User has purchased a shirt and a pair of pants as 1 (one) product, the User will be required to return both the shirt and the pair of pants and will not be permitted to return either only the shirt or only the pair of pants from the Bundled Package. It is hereby clarified that if the Bundled Package consists of any non-returnable product along with other products, the User shall return all other products except the non-returnable products. *[DSK Note: Metonymy LLP to confirm]*
9. In the event the Business User:
 - Unreasonably refuses to accept a valid return request, if such return request has been requested within the defined return window;

- Delays acceptance of a return; or
- Otherwise breaches their obligations under this clause

E-Yugam has the right to take appropriate action against such Business User, including but not limited to delisting of products, blacklisting the Business User or temporary suspension of the Business User's account.

10. E-Yugam holds the right to restrict the number of returns created per order unit, post the evaluation of the product/order defect is undertaken by Business User's authorized representative.
11. During open box deliveries, while accepting your order, if the Consumer User has received a different or a damaged product, the Consumer User will be provided a refund of such different or damaged products, if requested by the Consumer User within the return window. Once you have accepted an open box delivery and have not raised for the return within the return window, no return request will be processed, including for any manufacturing defects. In such cases, the Policy will be applicable. *[DSK Note: Metonymy LLP to confirm]*
12. In case of returns where the Consumer User would like product(s) to be picked up from a different address, the address can only be changed if pick-up service is available at the new address during pick-up, your product shall comply with the conditions as set out under this Policy. *[DSK Note: Metonymy LLP to confirm]*
13. The returns shall be accepted by the Business User's authorized representative only after checking the below mentioned conditions:
 - a. Correct Product: Name/ image/ brand/ serial number/ article number/ bar code should match and MRP tag should be undetected and clearly visible;
 - b. Complete Product: All in-the-box accessories (like remote control, starter kits, instruction manuals, chargers, headphones, etc.), freebies and combos (if any) should be present;
 - c. Unused Product: The product should be unused, unwashed, unsoiled, without any stains and with non-tampered quality check seals/return tags/warranty seals (wherever applicable);
 - d. Undamaged Product: The product (including SIM trays/ charging port/ headphone port, back-panel etc.) should be undamaged and without any scratches, dents, tears or holes; and
 - e. Undamaged Packaging: The product's original packaging/ box should be undamaged.

C. Cancellations

1. This clause applies exclusively to products and services which are marked as available for cancellation and Customer Users can cancel an order any time before it's dispatched. The order cannot be cancelled once it's out for delivery.
2. Each product and/or service shall have a defined cancellation window which shall be assigned by the administrator of E-Yugam. The cancellation shall be free of charge within this cancellation window, unless clearly mentioned on E-Yugam. However, certain products and/or services, explicitly marked as '*not available for cancellation*' shall be excluded from this clause.
3. The eligibility for cancelling a product and/or service shall automatically lapse upon the expiry of the defined cancellation window.
4. The defined cancellation period may be modified by the Business Users by increasing or decreasing the period in number of days or hours, as required, only with the prior approval of the administrator of E-Yugam.
5. In the event of pre-paid orders or bookings, a full refund shall be initiated upon successful cancellation, subject to refund terms set out in clause D of this Policy.
6. In the event the Business User:
 - Unreasonably refuses to accept a valid cancellation request, if such cancellation is initiated within the cancellation window, or
 - Delays acceptance of a valid cancellation request, or
 - Otherwise breaches their obligations under this clause,

E-Yugam has the right to take appropriate action against such Business User, including but not limited to delisting of products, blacklisting the Business User or temporary suspension of the Business User's account.

D. Refunds

1. This clause applies to products and/or services that are bought or sold through E-Yugam, either duly cancelled or returned. For any products for which a refund is to be given, the refund will be processed once the returned product has been received by the Business User subject to adherence of **Clause 13** of **Part B** of this Policy.
2. Upon receipt of a valid and eligible refund request, E-Yugam shall endeavour to initiate the refund in near real-time, subject to operational feasibility. We do not make any cash refunds.
3. The amount will be refunded to the Consumer User within 7-10 (seven to ten) business days of us approving the refund subject to the terms of this Policy, depending upon the mode of payment chosen by the Consumer User. [*DSK Note: Metonymy LLP to confirm on timelines*]

4. Refunds shall be processed by E-Yugam through its normal banking channels except in cases where a Consumer User had utilised his/her [wallet] for purchase of products or opted for the cash on delivery option. The refund amount will be credited to the original payment mode opted by the Consumer User or the wallet, as may be chosen. The User acknowledge that after initiation of refund, it may take additional time for your refund to reflect in your account which is subject to your financial institution or payment solution provider terms and conditions.
5. Where a Consumer User had opted for cash on delivery option for payment towards the purchased products, E-Yugam shall process all refunds into either the Consumer User's wallet or the Users' valid bank accounts, if details of such accounts are provided by the Consumer User to E-Yugam at the time of refund.
6. Refund to be made to the Consumer User shall not include any amounts paid by the Consumer User towards shipping/delivery charges or any other such charges including convenience fee, which are applicable from time to time. [DSK Note: Metonymy LLP to confirm]
7. The processing of refund and final credit to the original payment method is dependent on third-party service providers, including but not limited to payment gateways, banks and financial institutions. Therefore, it may take up to 14 (fourteen) business days from initiation for the refund to reflect in the Consumer User's account.
8. In the event of delay or failure to receive refunds beyond the stipulated period, Consumer Users are encouraged to utilise the grievance redressal mechanism set out in the Master Services Agreement.
9. In cases where refunds are not possible due to technical or regulatory reasons, E-Yugam may, at its discretion, offer equivalent store credits or vouchers or wallet credit to the Consumer User.
10. We reserve the right to reject a refund request for a product and/or service if it does not satisfy the quality conditions specified on our assessment pursuant to its return. We may in such cases notify Consumer User. The Consumer User agrees that Business User's authorised representatives' assessment and decision in relation thereof is final and binding on them. Refunds shall not be provided in the following cases:
 - The product is not satisfying the conditions as mentioned in **Clause 13 of Part B** of this Policy;
 - The return/cancellation request is made outside the applicable return window; or
 - The product or service is expressly marked as non-refundable.

E. Exchange

1. This clause applies exclusively to products and not services. Consumer User may initiate the request for exchange of the product if the product delivered : (a) if of different fit and/or size than the fit and/or size of product that was ordered by the Consumer User; or (b) if the fit and/or size of the product order does not fit the Consumer User and Consumer User wants to try a different (either larger or smaller) fit and/or size of the same product or (c) are damaged/defective products.
2. Each product shall have a defined exchange window which shall be assigned by the administrator of E-Yugam. User shall initiate such requests for an exchange of product within defined exchange window. However, certain products, explicitly marked as '*not eligible for exchange*' or not accompanied by a defined exchange window, shall be excluded from this clause.
3. The eligibility for exchanging a product shall automatically lapse upon the expiry of the defined exchange window.
4. The defined exchange period may be modified by the Business Users by increasing or decreasing the period in number of days or hours, as required, only with the prior approval of the administrator of E-Yugam.
5. The products may be eligible for exchange, subject to adherence of **Clause 13** of **Part B** of this Policy:
 - Wrong item delivery;
 - Receipt of damaged/defective items; or
 - Valid size/variant mismatch (as per listing specifications).
6. The exchange shall be subject to availability of stock. In the event the requested variant is unavailable, the Consumer User may choose to receive a full refund or store credit, at their discretion.
7. In the event the Business User:
 - Unreasonably refuses to accept a valid exchange request, if such request is raised within the defined exchange window; or
 - Delays acceptance of a valid exchange request, or
 - Otherwise breaches their obligations under this clause,

E-Yugam has the right to take appropriate action against such Business User, including but not limited to delisting of products, blacklisting the Business User or temporary suspension of the Business User's account.