TERMS AND CONDITIONS

TERMS AND CONDITIONS

1. INTRODUCTION

Welcome to Hands On Tummy! These Terms and Conditions govern your access to and use of the Website (defined below) among other things. By using this Website, you affirm that you are of legal age to enter into these Terms and Conditions, or, if you are not, that you have obtained parental or guardian consent to enter into these Terms and Conditions and your parent or guardian consents to these Terms and Conditions on your behalf. If you violate or do not agree to these Terms and Conditions, then your access to and use of the Website is unauthorized. You shall not use this Website if you are not competent to contract under the applicable laws, rules and regulations.

1.1 DEFINED TERMS: In these Terms and Conditions

- * "Agreement" means the terms and conditions as detailed herein including all schedules, appendices, annexure, privacy policy and will include the references to this Agreement as amended, supplemented, varied or replaced time to time.
- * When we say "Hands On Tummy" we mean Hands On Tummy, an India based company and any subsidiaries of Hands On Tummy (including any subsidiaries that Hands On Tummy may form or acquire in the future), and their affiliates, directors, officers, employees and agents. We also refer to Hands On Tummy as "we," "us" and "our." But when we say "Hands On Tummy Entities," we mean Hands On Tummy; its suppliers, vendors, contractors, and licensors.
- * Hands On Tummy is the owner and operator of www.handsontummy.in & www.handsontummy.com and is engaged in the business of curating, designing and selling consumer products under the brand name "Hands On Tummy". When we say "Website", we mean the website www.handsontummy.in & www.handsontummy.com, and all related functionality, services, and content offered by or for Hands On Tummy on or through www.handsontummy.in & www.handsontummy.com, and includes the systems, servers, and networks used to make the Website available.
- * When we say "you" or "your" we mean any customer or user (like you!) of this Website and any person who has notice of these Terms and Conditions.
- * When we say "Terms and Conditions," we mean these Terms and Conditions and all other terms and policies posted by Hands On Tummy on the website (and any updates by Hands On Tummy to these Terms and Conditions and those terms and policies).
- **1.2 UPDATES**: We may update these Terms and Conditions from time to time by notifying you of such changes by any reasonable means, including by posting a revised Terms and Conditions through the Website. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Terms and Conditions incorporating such changes or otherwise notified you of such changes. You agree that it your responsibility to regularly check www.handsontummy.in & www.handsontummy.com, for any updated Terms and Conditions. In addition, by continuing to use or access to the Website or otherwise engaging with Hands On Tummy after we post any changes, you accept the updated Terms Website. The "Last Updated" legend indicates when these Terms and Conditions were last changed.

2. TERMS AND TERMINATION

- 2.1 This Agreement shall continue to be in full force and effect for so long as you are using the site. The Website www.handsontummy.in & www.handsontummy.com is an online shopping platform wherein the users can purchase/buy the products and services listed on it pursuant to the terms and conditions set forth below. By clicking on the "Proceed to Checkout" button, you are agreeing to use the Services in a manner consistent with and abide by the terms and conditions of this Agreement, our Privacy Policy, and with all applicable laws and regulations.
- 2.2 These Terms and Conditions are effective unless and until terminated by either you or Hands On Tummy. You may terminate these Terms and Conditions at any time, provided that you discontinue any further use of the Website. We also may terminate these Terms and Conditions at any time and may do so immediately without notice, and deny you access to the Website, if in our sole discretion you fail to comply with any term or provision of these Terms and Conditions.

3. USE OF THE WEBSITE

- 3.1 You certify that the information you provide on or through the Website is accurate and complete.
- 3.2 You are solely responsible for maintaining the confidentiality and security of your account including username, password, payment information etc.
- 3.3 Hands On Tummy is not responsible for any losses arising out of the unauthorized use of your account.
- 3.4 You agree that Hands On Tummy does not have any responsibility if you lose or share access to your device. Any agreement between you and the issuer of your credit card, debit card, or other form of payment will continue to govern your use of such payment method on the Website.
- 3.5 You agree that Hands On Tummy is not a party to any such agreement, nor is Hands On Tummy responsible for the content, accuracy, or unavailability of any method used for payment.
- 3.6 Your account may be restricted or terminated for any reason, at our sole discretion. Except as otherwise provided by law, at any time without notice to you, we may (1) change, restrict access to, suspend, or discontinue the Website or any portion of the Website, and (2) charge, modify, or waive any fees required to use any services, functionality or other content available through the Website or any portion of the Website.
- 3.7 In connection with the Website, you will not:
- 3.7.1 Make available through or in connection with the Website any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment.
- 3.7.2 Use the Website for any commercial purpose, or for any purpose that is fraudulent or otherwise tortious or unlawful.
- 3.7.3 Harvest or collect information about users of the Website.
- 3.7.4 Interfere with or disrupt the operation of the Website or the systems, servers, or networks used to make the Website available, including by hacking or defacing any portion of the Website; or violate any requirement, procedure or policy of such servers or networks.
- 3.7.5 Restrict or inhibit any other person from using the Website.
- 3.7.6 Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute, or otherwise exploit any portion of (or any use of) the Website except as expressly authorized in these Terms and Conditions, without Hands On Tummy's express prior written consent.
- 3.7.7 Reverse engineer, decompile, or disassemble any portion of the Website, except where such restriction is expressly prohibited by applicable law.
- 3.7.8 Remove any copyright, trademark, or other proprietary rights notice from the Website.
- 3.7.9 Frame or mirror any portion of the Website, or otherwise incorporate any portion of the Website into any product or service, unless you obtain Hands On Tummy's express prior written consent to do so.
- 3.7.10 Cause injury to any person or entity.
- 3.7.11 Violate any law, rule, or regulation, or these Terms and Conditions.
- 3.7.12 You will not use the Hands On Tummy's name, logo, or brand to (1) send any unsolicited or unauthorized content, including advertising, promotional materials, email, junk mail, spam, or other form of solicitation; or (2) use any meta tags or other hidden text or metadata utilizing a Hands On Tummy trademark, logo, URL, or product name without Hands On Tummy's written consent;
- 3.7.13 You will not attempt to do anything, or permit, encourage, assist, or allow any third party to do anything, prohibited in this Section, or attempt, permit, encourage, assist, or allow any other violation of these Terms and Conditions.

4. PRODUCTS PROVIDED BY HANDS ON TUMMY

- 4.1 NO PRODUCTS RELATED TO HEALTH, WELLNESS, NUTRACEUTICALS ARE INTENDED TO SUBSTITUTE FOR THE DIAGNOSIS, TREATMENT AND ADVICE OF A MEDICAL PROFESSIONAL, AND SUCH MATERIALS DO NOT COVER ALL POSSIBLE USES, PRECAUTIONS, SIDE EFFECTS, AND INTERACTIONS, AND SHOULD NOT BE CONSTRUED TO INDICATE THAT ANY PRODUCT IS SAFE OR EFFECTIVE FOR YOU. CONSULT THE PRODUCT INFORMATION (INCLUDING PACKAGE INSERTS) REGARDING DOSAGE, PRECAUTIONS, WARNINGS, AND INTERACTIONS, AND YOUR MEDICAL PROFESSIONAL, FOR GUIDANCE BEFORE USING ANY SUCH PRODUCTS.
- 4.2 THE HANDS ON TUMMY ENTITIES ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE PRODUCTS.
- 4.3 Always read labels, warnings, directions, and other information provided with the product before using or consuming the product. For additional information about a product, please contact the manufacturer. Information and statements regarding dietary supplements have not been evaluated by the Food and Drug Administration and are not intended to diagnose, treat, cure, or prevent any disease or health condition. If you find a product is not as described, your sole remedy is to return it in unused condition (excluding products that are not eligible for return), in accordance with Hands On Tummy's Return Policy. It is your responsibility to ascertain and obey all applicable local, state, federal, and foreign laws (including minimum age requirements) regarding the purchase, possession, and use of any Product.

5. ORDER PLACEMENT AND ACCEPTANCE

- 5.1 By confirming your purchase at the end of the checkout process, you agree to accept and pay for the products, as well as all shipping and handling charges and taxes as may be applicable.
- 5.2 We reserve the right to refuse or cancel an order for any reason including limitations on quantities available for purchase, inaccuracies, or errors in product or pricing information, or problems identified by our credit and fraud avoidance department. If your order is cancelled after your credit card (or other payment account) has been charged, we will issue a credit to your credit card (or other applicable payment account) in the amount of the charge. We will attempt to contact you if all or any portion of your order is cancelled.
- 5.3 Hands On Tummy reserves the right, including without prior notice, to limit the quantity of items purchased per person, per household, or per order for any reason. We will attempt to notify you should such limits be applied. Hands On Tummy also reserves the right, at our sole discretion, to prohibit sales to dealers or resellers. For purposes of these Terms and Conditions, "reselling" will be defined as purchasing or intending to purchase any product(s) from Hands On Tummy for the purpose of engaging in a commercial sale of the same product(s) to a third party.

6. PAYMENT POLICY

6.1 PRICING INFORMATION

6.1.1 Product prices listed on the website are current. While every care has been taken to label the products accurately, errors in data entry and updating may occur. Hands On Tummy reserves the right to cancel the order in case a transaction has been made where the price indicated was not the correct price. In the rare event that happens, we will give a full refund of all money received from the customer. Hands On Tummy may, at its discretion, either contact you for instructions or cancel your order and notify you of such cancellation. Pricing for products may be different on the website or from prices available in Hands On Tummy or on associated Hands On Tummy apps. Prices are subject to change without advance notice.

- 6.1.2 All prices on this web site are given in Indian Rupees. For international cards used on the site, the banks applicable exchange rate and charges will apply. We have no jurisdiction on this and any disputes or queries on exchange rates and bank charges need to be directed to the bank or institution that issued your card or payment instrument.
- 6.1.3 All orders are acknowledged at current pricing. We will bill at price in effect at the time of receipt of money and raising of an invoice. You will be billed the prices prevalent during the invoicing of the products. Our products are liable for taxes, as applicable in India.

6.2 PAYMENT OPTIONS

We support the following payment options at Hands On Tummy:

- * Cash On Delivery (available in selected pin codes)
- * Credit Card (Visa, Master Card, Diners, etc.)
- * Debit Card (Visa, Maestro, RuPay, Master Card, etc.)
- * Net banking / Direct Debit payments from select banks. A complete list is available at the time of checkout process and prior to making payments for any purchases).
- * UPI
- * Wallets (PayTm, Mobikwik, Amazon Pay, Phone Pe etc.)
- * Pay Later (Ola Money, ePayLater etc.)
- * PayPal

6.3 PROMOTIONAL CODES

Promotional codes are limited in nature and may expire or be discontinued with or without notice. Promotional codes are void where prohibited by law. Promotional codes may not be copied, sold, or otherwise transferred. They are not redeemable for cash and are subject to cancellation or change at any time for any reason without notice. We reserve the right in our discretion to impose conditions on the offering of any promotional code.

6.4 GIFT CARDS

6.4.1 Risk of loss and title.

The risk of loss and title to any gift cards passes to the purchaser upon our electronic transmission to the recipient or delivery to the carrier, whichever is applicable.

6.4.2 Nonreturnable; not for resale.

Notwithstanding anything contained in these Terms and Conditions, Hands On Tummy plastic Gift Cards and eGift Cards ("Hands On Tummy Gift Cards") are not returnable or refundable for cash. Resale of Hands On Tummy Gift Cards is strictly prohibited.

6.4.3 Acceptance locations.

Unless other restrictions apply, Hands On Tummy Gift Cards may be used at any Hands On Tummy store; or on-line at www.handsontummy.in & www.handsontummy.com.

6.4.4 Not for promotional use.

Hands On Tummy Gift Cards may be used as personal or business gifts, but may not be used in connection with any marketing, advertising or other promotional activities (including without limitation via websites, Internet advertisements, email, telemarketing, direct mail, newspaper and magazine advertisements, and radio and television broadcasts).

6.4.5 Lost or Stolen Gift Card.

Lost or stolen cards will not be replaced. Hands On Tummy shall not have any liability towards (i) lost or stolen Hands On Tummy Gift Cards or (ii) use of any Hands On Tummy Gift Cards by third parties through your www.handsontummy.in &

www.handsontummy.com account. You are solely responsible for keeping the password for your www.handsontummy.in & www.handsontummy.com account safe and for any activity conducted under your account.

6.5 CASH ON DELIVERY

6.5.1 Limit

Hands On Tummy's Cash on Delivery option allows you to pay order value at the time of delivery for all orders up to Rs. 1,499. Your existing limits will be revised once, there is a delivery or order rejected against your account, from the new limit implementation logic, if required. To pay for any order using Cash on Delivery (COD) mode of payment, please select the 'Cash On Delivery' option on the payment page. Cash on Delivery option is available only in selected pin codes. However the COD limit may differ from customer to customer depending upon the order rejection percentage from a particular customers registered email id. For avoidance of doubt, 'Order Rejection Percentage' shall mean any undelivered orders which are returned from the address provided by the customer even, after three successful delivery attempts. In event of COD limit breach, your order will be cancelled and you will have to place a new order using Pre-payment options.

6.5.2 Decrease In COD Limit

Further, the COD limit for any user may get decreased to Rs. 0 on the basis on Order Rejection Percentage and can be reset to Rs.1,499 basis on order acceptance percentage and number of prepaid orders placed, post limit decrease.

6.6 GST CHARGES

6.6.1 GST is a single tax on the supply of goods and services that is levied on every value addition (through production and services) and is added to a product's sale price. GST has to borne/paid by the ultimate consumer of the product or service. If your order is fulfilled on or after July 1st 2017, GST will be applicable on your orders. GST subsumes all other taxes like Excise duty, VAT, Entry tax etc.

6.6.2 Following rules will govern whether or not additional GST will be applicable on the products purchased by you:

6.6.2.1 GST applicability:

- (a) For a product,
- 1. If the fulfilment is done on or after July 1st, 2017 and
- 2. if the order is placed before 15th November 2018, and
- 3. Total discount percentage is more than 19% of MRP, then GST may be collected from customer in addition to product price, post discounts. The discounts include those resulting from special offers such as Buy 1 Get 1 and similar offers.
- (b) For a product, if the order is placed on or after 15th November 2018, the discounted prices displayed on Website shall be inclusive of all taxes, including GST.

6.6.2.2 GST amount: If applicable, the amount of GST collected from customer depends on category, for example:

- 1. Pickles: Max 12%
- 2. Ales, Vinegars: Max 18%

6.6.2.3 On and from 15th November 2018, the discounted prices displayed on the Website shall be inclusive of all taxes.

6.7 PAYMENT FAILURE

Please retry making the payment after ensuring that the information entered is accurate, including all account details, billing addresses and passwords. If your payment still fails, you can use the Cash on Delivery (COD) payment option, if available on the payment page to place your order. If your payment is debited from your account after a payment failure, it will be credited back within 7-10 days, after we receive a confirmation from the bank.

6.8 REFUND OF GST AMOUNT ON CANCELLED / RETURNED PRODUCT

If you return the product, the applicable GST/VAT amount will also be refunded into the source account selected at the time of return initiation. However, no refunds of GST/VAT shall be made in relation to shipping charges collected from the consumer under Hands On Tummy shipping policy.

6.9 PAYMENT SECURITY

Transactions on the website are protected by SSL (Secure Sockets Layer) and Secure Data Encryption using a 1024-bit process. Any information you enter when transacting with the webstore is sent in a Secure Socket Layer (SSL) session and is encrypted to protect you against unintentional disclosure to third parties. This is an assurance that it follows the best security practices adopted by major online vendors where all payments are processed in real-time for your security and immediate peace of mind. Credit card and Debit card information is not stored by us and is not taken by us. This information is taken directly by the payment gateway provided who is authorised and is compliant with the regulations and requirements of various banks and institutions and payment franchisees that it is associated with.

7. SHIPPING AND DELIVERY POLICY

7.1 GENERAL

- 7.1.1 We strive to deliver products purchased from Hands On Tummy in excellent condition and in the fastest time possible. Also, all orders will be delivered to your doorstep free of cost.
- 7.1.2 Products will be shipped to an address designated by you, if applicable, so long as such address is complete. All transactions are made pursuant to a shipping contract, and, as a result, risk of loss and title for Products pass to you upon delivery of the Products to the carrier.
- 7.1.3 We take no responsibility for goods signed by an alternative person other than the person ordering the product at the address indicated at the time of the order. Since the transactions are authorised by the card holder, we do not take responsibility for incorrect addresses provided at the time of placing the order The delivery will NOT be redirected / redelivered to any other address in any circumstance.
- 7.1.4 The selected product will be delivered only in the city it is mentioned as "available" on this website.
- 7.1.5 Hands On Tummy shall not be held responsible for damage of products after delivery.
- 7.1.6 If the order is cancelled, lost or un-delivered to your preferred location, we will refund the complete order amount including any shipping charges if paid online.
- 7.1.7 If you return an order delivered to you, order shipping charges will not be refunded. For accounts whose return behaviour violates our fair usage policy, a delivery charge of Rs. 129 will be levied on all orders, irrespective of order value.
- 7.1.8 The minimum delivery timeline is 1 day post receiving the order (for local orders) and a maximum of 8 days for interstate orders.
- *Order value is calculated after applying discounts/VAT/GST or any other applicable charges.

7.2 FAIR USAGE POLICY

7.2.1 We always strive hard to provide the best experience to our customers. However, we have noticed that few accounts abuse our liberal returns policy. These accounts typically return most of the items bought or choose to not accept our shipments. Hence, our regular customers are deprived of the opportunity to buy these items. To protect the rights of our customers, we reserve the right to collect shipping charge of Rs. 129 for all orders and disable cash on delivery option for accounts which have a high percentage of returns and shipments not accepted by value of orders placed.

7.3 DELIVERY TO PIN CODE

You can find out if Hands On Tummy delivers to your Pin Code using the courier serviceability tool available on the cart page. Please tap on "Calculate Shipping" and enter your area PIN code in the respective field to get the required information about standard shipping and it's availability. The PIN codes serviced by us are frequently updated, so if we do not deliver to your PIN code today, please come back and check to see if this has changed.

7.4 DELIVERY

All orders placed on Hands On Tummy are dispatched through other courier partners such as Delhivery, Swiggy, Dunzo, Ekart, Ecomm etc. A tracking number is provided as soon as the parcel is dispatched with which you can get updates on the location of the parcel and the estimated delivery date and time. Updates will be provided via E-mails and SMS frequently.

7.5 CHANGE OF ADDRESS FOR DELIVERY

You can change your order's shipping address before we've shipped it by getting in touch with our customer care representatives. Extra charges (if applicable) shall be levied.

7.6 DAMAGE OF PARCEL

Kindly reach out to us for pilferage / leakage / tempering within Twenty Four (24) hours of delivery failing which the claim will not be entertained. Whilst we investigate, you are requested to please make note of the below pointers:

- * Please do not use the item for which claim is being raised.
- * You may be required to furnish information like a short description of the case (a few questions will be asked to help us understand the scenario)
- * The snapshots of the packet and other boxes (if any). Try to cover the sides which look tampered/damaged.
- * The refund for prepaid / Cash on delivery orders will be done after the investigation. You may not be liable for a refund if he/she falls in any of the scenarios stated below:
- * Failure to provide adequate information about the case.
- * Failure to provide snapshots of the packet and box (if any).
- * If a pilferage / leakage delivery was received, claims must be made the same day.
- * You must not dispose of the packaging for 3 4 days post-delivery. We might need to pick-up your packaging for investigation at our end.

7.7 INTERNATIONAL SHIPPING

7.7.1 We deliver products outside India. Customs and International Shipping.

7.7.2 All of Hands On Tummy orders are shipped internationally from our warehouses across India to your provided shipping address via DHL/FEDEX/ARAMEX. Due to the nature of international shipping, occasionally a customer may have to pay additional import duties and taxes which are levied once a shipment reaches your country. The large majority of orders will not have to pay any additional fees. However, we are unable to calculate when and how much these infrequent customs duty charges will be levied. In the case where additional customs charges are assessed, you will be responsible for paying these additional fees. To make your shopping experience as seamless as possible, we have arranged with DHL/FEDEX to

customs clear your goods for you and deliver them to your doorstep. If you are presented with an invoice from DHL/FEDEX for import duties and taxes, you will have to pay DHL/FEDEX directly at the time of delivery.

8. RETURN AND REFUND POLICY

8.1 ELIGIBILITY

- 8.1.1 No returns will be accepted, unless the product is damaged or defective.
- 8.1.2 Due to the nature of our business and products we sell, items that expire sooner than one (1) month from the date of the purchase are not eligible for a refund.
- 8.1.3 For any other items to be eligible for a refund, you have to return the item you have purchased to us within four (4) calendar days of the delivery. If four (4) days have gone by since your date of delivery, unfortunately we can't offer you a refund or replacement. To be eligible for a return, your item must be unused, unopened and in the same condition that you received it. It must also be in the original packaging. Contact our customer services department to get a free shipping label.
- 8.1.4 Hands On Tummy takes stringent measures to ensure that the products delivered to you are in perfect condition. However, there is a remote possibility that the product may get damaged during transit or an incorrect product is delivered to you. In such a case, you may return a product brought from us in case of damage or defect within four (4) days of purchase.
- 8.1.5 Important information
- 8.1.5.1 To be eligible for a return, your item must be unused, unopened and in the same condition that you received it. It must also be in the original packaging. Contact our customer services department to get a free shipping label.
- 8.1.5.2 If our products arrived damaged, rotten or contaminated in any way, please contact us right away, and we will be happy to send a free replacement regardless of its expiration date. This replacement for the damaged, rotten or contaminated products shall always be subject to our rights to recall the products to send it for further analysis and testing. If anything is unclear or you have more questions feel free to contact our customer support team.
- 8.1.5.3 The refund or return shall be subject to inspection and in case it is not approved, then no refund shall be initiated.
- 8.1.5.4 The Product must be unused and in the same condition that you received it. It must also be in the original packaging.
- 8.1.5.5 Please note that items purchased at www.handsontummy.in & www.handsontummy.com cannot be returned in a Hands On Tummy store for exchange or refund.
- 8.1.5.6 The above policy is valid on all products.

8.2 REFUND TIMELINE

After the refund has been initiated by Hands On Tummy as per the Returns Policy, the refund amount is expected to reflect in the customer account as per the following timelines:

- * NEFT 1 to 3 business days post refund initiation
- * Hands On Tummy Credit Instant

- * Online Refund 7 to 10 business days post refund initiation, depending on your bank partner
- * Wallets Instant

Please note, Hands On Tummy initiates the refund after the returned item has reached us and quality check is successful. Therefore, the refund initiation time may vary by time taken by the courier partner to deliver the return to our warehouse. In case of any refund discrepancies, Hands On Tummy may at its sole discretion, request you to share with us a screenshot of your bank statement.

8.3 SELF-SHIPPING OF THE PRODUCT

You can self-ship the return item via any reliable courier partner. For all self-shipped returns, you will be duly reimbursed the shipping costs. Therefore, please ensure that scan copy of courier bill/receipt is shared via various Contact us option available on the website.

The courier bill/receipt should satisfy the following conditions for successful processing:

- * It should capture the weight of the return package.
- * Residential/office address, destination address, shipment date, amount and other details should be mentioned.
- * The information on the receipt should NOT be edited/over-written.
- * The courier charge (amount mentioned on the receipt) should not overshoot the Sender-Destination-Service combination and shall be cross checked with the courier company.

This is subject to your returns being inspected and successfully processed upon receipt at our end.

8.4 ADDRESS FOR SELF-SHIP OF RETURNS

You can send the return to the following location. Kindly do not send it to on any other address as the package would not be acceptable then.

BANGALORE

Hands On Tummy, No 1033, 2nd E Cross, 5th Main, 3rd Stage, 3rd Block, Basaveshwaranagar, Bangalore, Karnataka 560079

8.5 DECLINE OF RETURN REQUEST AND RETURN OF PRODUCT

- 8.5.1 This may happen, if the item you returned is used, damaged or labels is missing. In the event that the return request is declined, the user shall not be eligible for a refund, and Hands On Tummy assumes no liability in this regard. For more details, please call our customer care.
- 8.5.2 This may have happened, if the item you have returned is used, damaged or its labels/packaging materials are missing. In the event that you fail to accept the receipt of the re-shipped item, you shall continue to not be eligible for a refund, and Hands On Tummy assumes no liability with respect to the return or refund for the said re-shipped item. For more details, please call our customer care.

We may change our Return and Refund Policy from time to time.

9. CANCELLATION POLICY

9.1 UPDATED CANCELLATION POLICY (COVID-19)

At present, due to the onset of the COVID-19 Virus and subsequent disruption of the supply chain, logistics and other services we are unable to offer cancellation, return, exchange or refund of the any items once the order has been placed on our website. Refunds are processed only in cases where there has been delivery of genuinely defective items and on no other grounds.

9.2 CANCELLATION BY THE CUSTOMER

After placing an order, in case you want to cancel your order, you can easily do so until it has not been processed or shipped by us and is in our warehouse. Any amount already paid by you will be refunded back. Contact our customer support to help you with this process as swiftly as possible. We will not be able to cancel those orders that have been already processed and shipped.

Get in touch with us via our contact form. Alternatively, look for the order support contact information provided in your order receipt e-mail. Allow us reasonable time to track the order status and thereby cancel it for you.

9.3 CANCELLATION BY HANDS ON TUMMY

While our endeavour is to ensure that every order that has been successfully placed with Hands On Tummy, there are some situations in which we may have to cancel the order(s). some of the situations that may result in your order being cancelled include (but not limited to):

- * Limitations on quantities available for purchase;
- * Inaccurate or insufficient address;
- * Product no longer available or temporarily out of stock;
- * Inaccuracies or errors in product pricing or information.

We will contact you within 2 business days of such cancellation and give you the option to exchange / refund / cancel the order based on your convenience.

10. GRIEVANCE REDRESSAL

Hands On Tummy believes in providing the best experience to our customers. However, if you do feel we can improve our services, you can contact us through the below mentioned details, and we will be glad to assist you.

You can get in touch with us via email on handsontummy@gmail.com OR call on +91 9986648106 with the details of your suggestions or complaints. Our endeavour is to respond within three (3) business days from the date of receipt of your email. In case of grievances / concerns, which depend on any external factors / held up due to logistical reasons, we shall address the same within 1 (one) month from the date of receipt of such email/intimation.

11. INDEMNIFICATION

User agrees to defend, indemnify and hold harmless Hands On Tummy, its employees, directors, officers, agents and their successors and assigns and against any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon the use of User's actions or inactions, including but not limited to any warranties, representations or undertakings or in relation to the non-fulfilment of any of its obligations under this Agreement or arising out of the User's infringement of any applicable laws, regulations including but not limited to Intellectual

Property Rights, payment of statutory dues and taxes, claim of libel, defamation, violation of rights of privacy or publicity, loss of service by other subscribers and infringement of intellectual property or other rights. This clause shall survive the expiry or Termination of this Agreement.

12. GOVERNING LAW AND JURISDICTION

This Website is created and controlled by Hands On Tummy in Bangalore, India and the laws of India shall apply. This agreement is governed and construed in accordance with the Laws of India. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Bangalore, Karnataka, India, in all disputes arising out of or relating to the use of the Website. Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms and Conditions, including without limitation this paragraph. You agree to indemnify and hold Hands On Tummy, its subsidiaries, affiliates, directors, officers and employees, harmless any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct on the Website.

13. INTELLECTUAL PROPERTY RIGHTS

Hands On Tummy and other names, graphics, logos, and icons identifying Hands On Tummy or its products or services are the proprietary marks of Hands On Tummy. These IPR's may not be used in connection with any product or service that is not offered by Hands On Tummy, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Hands On Tummy.

14. ENTIRE AGREEMENT

These Terms and Conditions, together with Privacy Policy, and other rules and policies posted on the site, which are hereby incorporated as set forth fully in these Terms and Conditions, constitute the entire agreement between you and Hands On Tummy with respect to your use of and material available through the Website, and they supersede all prior or contemporaneous communications and proposals between you and Hands On Tummy with respect to this Website. Any rights not expressly granted in these Terms and Conditions are reserved.

15. SUBMISSIONS

Hands On Tummy welcomes your comments about your experiences shopping with us and your suggestions about how to improve this Website. Any comments, ideas, suggestions, initiation, or any other content you contribute to Hands On Tummy or this site (including the name you submit with any content) will be deemed to include a royalty-free, perpetual, irrevocable, nonexclusive right and license for Hands On Tummy to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works, display worldwide, or act on such content, without additional approval or consideration, in any, media, or technology now known or later developed for the full term of any rights that may exist in such content, and you waive any claim to the contrary. You represent and warrant that you own or otherwise control all of the rights to the content that you contribute to this Website and that use of your content by Hands On Tummy will not infringe upon or violate the rights of any third party.

DISCLAIMER

We reserve the right to modify these policies at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the Website. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.

If we undergo any changes in the legal status with respect of acquisition or merger with another company, your information may be transferred to the new owners so that we may continue to sell products to you.