

Last updated on Dec 19, 2020

TERMS OF SERVICE

1 GENERAL

1.1 These terms of service (the “**Terms of Service**”) govern your use of our services provided on our website <https://kotharihealth.com/> (“**Website**”).

1.2 The Website is owned, registered and operated by “**Kothari Industrial Corporation Limited**” a Public limited company, incorporated under the provisions of the Companies Act, 1956 and having its registered office at Kothari Building, No.114, Mahatma Gandhi Salai, Nungambakkam Chennai, Tamilnadu 600034.

1.3 This Terms of Service, the Terms of Use and the Privacy Policy together govern the terms of use of the Website.

1.4 The Company operates the Website to provide online access to information about the Company and the products, services, and opportunities we provide at the Company (“**Services**”). Please read these Terms of Service carefully before you use the Services. If you do not agree to these Terms of Service, the Terms of Use and the Privacy Policy, you may not use the Services. By using the Website, you signify your acceptance to the Terms of Use and the Privacy Policy and the Terms of Service, which takes effect immediately upon your use the Services, and create a legally binding arrangement for you to abide by the same.

1.5 We reserve the right to change the Terms of Service at any time without notice or posting changes

on our Website and you shall be liable to update yourself of such changes, if any, by accessing the changes on the Website.

2 PLACING ORDERS

You shall be entitled to place either a single time order for the product of your choice or purchase a subscription.

3 SUBSCRIPTION

3.1 Delivery of your Subscription

If you purchase a subscription at Kothari Health, you will receive regular shipments of those products at a frequency determined by you at the time of placing an order for the subscription.

3.2 Manage your Subscription

(a) You can manage or make changes to your subscriptions at any time, by logging into your account, clicking “subscriptions” and following the prompts (e.g., view the status of your subscriptions, add or reactivate a subscription).

(b) Any changes you make will be reflected in your next shipment, except for changes initiated while an order is in process (i.e., your payment has been charged but you have not yet received your shipment), in which case they will be reflected after the current order has been completed.

3.3 Payment for your Subscription

(a) Your subscription will continue for each subscription period until you cancel.

(b) During each subscription period you will be charged for: (i) the cost of the applicable products, (ii) plus shipping, (iii) handling, and (iv) any applicable tax.

(c) By purchasing a subscription, you agree that Kothari Health (or its third-party payment processor) may charge you an initial and recurring subscription fee, without further authorization from you, at our then-current subscription rate.

(d) You accept responsibility for all recurring charges and your subscription will continue until you cancel your subscription.

(e) We will notify you before each recurring charge.

3.4 Pausing or modifying your Subscription

(a) You can customize your subscription and pause it in your account section by calling us on 9095290952 or dropping us an email at healthcare@kotharis.in.

(b) If you pause a shipment before your next recurring payment is charged, the Company will

cancel the next scheduled delivery for your subscription and your Payment Facility will not be charged for the skipped shipment. If you pause a shipment while an order is in process (i.e., your payment has been charged but you have not yet received your shipment), the Company will continue to process your order for that period and pause the following subscription period. After your paused shipment, the Company will automatically re-start your subscription deliveries unless you pause the next shipment or cancel your subscription. Skipping a shipment does not cancel your subscription.

3.5 Cancelling your Subscription

- (a) You can cancel your subscription anytime, no questions asked. Just send us an email on healthcare@kotharis.in or give us a call on 9095290952.
- (b) If you cancel before the next recurring payment is charged, then your subscription will terminate automatically and the Company will not charge your Payment Facility for any subsequent subscription period. If you cancel while an order is in process (i.e., your payment has been charged but you have not yet received your shipment), then we will continue to process your order; your subscription will terminate automatically after the last order is shipped.
- (c) You agree that the we may terminate or suspend your subscription for any reason at any time in our sole discretion.

4 PAYMENT

4.1 Payment for purchases

We offer you multiple ways to pay securely.

Payment for subscription can be through:

- (a) Credit cards (Visa, Master Card, Amex)
- (b) Debit cards (Kotak Bank, Citi Bank, Canara Bank and ICICI Bank)
- (c) Cash on delivery ("**COD**")

Payment for single time order can be through:

- (a) Debit Cards
- (b) Credit Cards
- (c) Net banking
- (d) UPI
- (e) Wallets
- (f) COD

4.2 Terms of Payment

- (a) You agree to pay all charges at the amounts in effect when such charges are incurred.
- (b) You must provide a valid credit/debit card (Visa, MasterCard, or any other accepted issuer) or other specified payment or financial mechanism (collectively, "**Payment Facility**") as a condition to making any payments.
- (c) Your Payment Facility agreement governs your use of the designated credit or debit card or other mechanism, and you must refer to that agreement and not these Terms of Service to determine your rights and liabilities.
- (d) You hereby consent to provide and authorize Kothari Industrial Corporation Limited and its service provide inrsluding any Payment Facilities) to share any information and payment instructions you provide to the extent required to complete the payment transactions in accordance with these Terms of Service, including personal, financial, credit card payment, and transaction information.
- (e) By providing your payment and financial information, you agree that Kothari Health, its service providers, and any of their third party payment processors are authorized to immediately charge your account for all applicable fees and charges and that no additional notice or consent is required.
- (f) Kothari Health reserves the right at any time to change its prices and billing methods.

- (g) All information that you provide must be accurate, current and complete.
- (h) You represent and warrant that you have the legal right to use any payment card(s), payment means or other financial information that you provide.
- (i) In case of fraudulent matters, the Company holds the right to share the details with the concerned body for verification.
- (j) If any fraud transactions are carried out by you on the Website, Kothari Health reserves the right to recover all the losses and expenses incurred like lawyer fees, collection charges, etc from the concerned party. The Company also holds the right to take any action available under applicable law against such person.

(k) Terms of COD

- (i) The Website allows you to pay your invoice amount in cash at the time of actual delivery to your doorstep by choosing the COD payment option during checkout.
- (ii) You can make COD payments in Indian Rupees only.
- (iii) Due to the limitation of the courier partners we use, COD is not yet available for all zip codes in India. During the checkout process, you can check if the COD facility is available for your delivery address.

5 SHIPPING POLICY

- 5.1 We currently deliver products only in the territory of India.
- 5.2 You will not be able to confirm your order on the Website in the event we do not deliver to your area. We are in the process of ensuring delivery all across India and our serviced areas are being frequently updated. We request you to please come back and check if we have begun delivery in your area.
- 5.3 Once your order is placed on the Website and the same is accepted, we will issue an email confirming your order.
- 5.4 We endeavour to ship ordered products typically within 2-3 working days of order placement and confirmation. Upon successful shipment of an order, we will send you the details of the consignment to allow you to check the status of your order.
- 5.5 The typical delivery date shall be within 10 days of shipping and in no event later than 15-30 days in the event of exigencies or delay beyond our control or the control of our vendors.
- 5.6 In the unlikely event that we are unable to deliver within 15-30 business days of placing the order, we will update you on the status of the order or in the event of the unavailability of the product, we will cancel the order and refund any prepaid orders or issue a Coupon for the value of the cancelled products which will be credited to your account on the Website. This can be used to pay your subsequent bills on the Website. In the event of part delivery of the order and we are forced to cancel the remaining order we will send you an email informing the same and refund or issue a Coupon for the value of the unshipped part of the order which will be credited to your account on the Website.
- 5.7 To ensure efficient delivery of the products, we use only reputed courier agencies.
- 5.8 We endeavour to ship all items in your order together; however, this may not be always possible due to the product characteristics or availability.
- 5.9 All orders will be shipped with an invoice mentioning the price in accordance with the Indian tax regulations.
- 5.10 The cost of the shipping orders will be provided at the time of checkout.

6 RETURNS

- 6.1 Returns on items eligible for returns are accepted within 365 days of receipt.
- 6.2 Items must be returned unopened/unused in their original packaging.
- 6.3 To return an item call us on 9095290952 or drop us an email at healthcare@kotharis.in, and we will ship you the replacement right away.

6.4 You exchange the product with a new pack of the same product, or any other product of the same or higher value.

7 CANCELLATION POLICY

7.1 Request to cancel the order will be accepted only if the product has not been shipped by us on the date of the request. If accepted, you will be entitled to get a refund of the entire amount.

7.2 If we receive a cancellation request after the product/s has been shipped by us, cancellation request will not be accepted.

7.3 Kothari Health reserves the right to cancel or refuse to accept any order placed due to various reasons like no availability of stock, pricing errors, factual errors or problems identified with the personal/financial details provided etc.

8 REFUND

8.1 If you do not wish to avail the replacement, we will issue a coupon of the same value to the customer to be availed within a specified time period mentioned on that coupon. This can be used to pay your subsequent bills on the Website.

8.2 In case of prepaid-orders being cancelled/returned the amount to be refunded shall be paid through the original source. We credit the money back to the Payment Facility used to pay for the order which can take up to 10 to 15 working days to reflect in your statement.

8.3 COD orders will be refunded to the account details submitted on the Website while requesting refund.

8.4 In any of the above case delivery charges are non-refundable.

8.5 Under no circumstances, will you be entitled to a cash refund.

9 COUPON

9.1 You can redeem your coupons at the time of placing your order and the coupon amount shall be deducted from the total payment amount. You can proceed to checkout and pay the remaining amount using any other form of payment.

9.2 Only one coupon code can be used on a single order.

9.3 Coupon offer cannot be clubbed with any other scheme.

9.4 Kothari Health reserves the right to cancel/ change / modify / add/ delete any of the terms and conditions of the offer at any time without notice.

9.5 Kothari Health reserves the right to deny honouring the offer on the grounds of suspicion or abuse of the offer by any customer without providing any explanation thereof.

9.6 The coupons cannot be exchanged for cash.

9.7 The coupons shall expire within a period of two months to twelve months. There are no refunds or extensions of expired coupons.

9.8 If you choose to cancel an order after applying a coupon code, it would not be usable for a later purchase.

9.9 In case of suspected activity, Kothari Health reserves the right to cancel orders.

9.10 Coupon discount provided may affect the actual output tax payable reflected above for the order.

9.11 For any queries on the coupon, please email us at healthcare@kothais.in.

10. GOVERNING LAW AND DISPUTE RESOLUTION

This Terms of Service shall be governed by and constructed in accordance with the laws of India, without reference to conflict of laws principles. The courts in Chennai shall have exclusive jurisdiction to determine any disputes arising in relation to, or under, the terms of this Terms of Service. You agree to submit to the jurisdiction of the courts in Chennai and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts.