

TERMS AND CONDITIONS

USER AGREEMENT

Welcome to Greenuss Wellness Pvt Ltd! By accessing, browsing, or shopping on our website, you agree to comply with and be bound by the following Terms and Conditions of Use, along with our Privacy Policy and any other terms and conditions specified on the website. Please take a moment to read them carefully before using our services.

In addition to the general terms outlined herein, if you use any of our current or future services available on this website, you agree to be subject to the specific guidelines and conditions applicable to those services. These terms and conditions may be updated or modified from time to time, and your continued use of the website will be deemed as acceptance of those changes.

If you do not agree to these terms and conditions, please refrain from using our website or any associated services. All products /Services and information displayed on www.greenuss.com constitute "An invitation to offer". Your orders for purchase constitute your offer which shall be subject to the terms and conditions as listed below www.greenuss.com reserves the right to accept or reject your offer.

APPLICABLE LAW

This website is created and controlled by Greenuss Wellness Pvt Ltd. By accessing or using this website, you agree that the laws of India shall govern all matters related to the website, including the Terms and Conditions, disclaimers, and any other policies. Any disputes arising from or in connection with this website shall be subject to the exclusive jurisdiction of the courts in Odisha, India. Greenuss Wellness Pvt Ltd reserves the right to make changes to the website, its Terms and Conditions, disclaimers, and any other policies at its discretion, without prior notice to users. We encourage you to regularly review these policies to stay informed of any updates before using the website, services, or products offered by Greenuss Wellness Pvt Ltd.

For purposes of this Agreement, the following terms have the following meanings:

"Agreement" means the terms and conditions as detailed herein including all schedules, appendices, annexures, privacy policy etc., and will include the references to this agreement as amended, notated, supplemented, varied, or replaced from time to time.

"www.greenuss.com" / "Greenuss Wellness Pvt Ltd." / "website" means the online shopping platform and the services provided by it owned and operated by **Greenuss Wellness Pvt Ltd.** which provides a venue to the users of www.greenuss.com to buy the products listed on **www.greenuss.com**.

"Vendor" / "seller" / "affiliates" shall mean the person or any legal entity who offers for sale, sells the products on the **www.greenuss.com**

"Customer" / "buyer" shall mean the person or any legal entity who makes the offer for sale on www.greenuss.com by placing an order for and or purchases any products through the platform of **www.greenuss.com**.

"User" / "you" means and includes any person or an entity or any legal entity using or accessing the services provided on this site. "Product/Products" means and includes any goods/merchandise/products/services/offers/display items that are uploaded /showcased/displayed on www.greenuss.com and the related description, information, procedure, processes, warranties, delivery schedule, etc.

ELECTRONIC COMMUNICATION

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CHANGES / PRODUCT DESCRIPTION

Greenuss Wellness. reserves the right to suspend / cancel or discontinue any or all products or service at any time without notice, make modifications and alterations in any or all of the content, products and services contained on this site without prior notice. If a product offered by www.Greenuss.com are not as described, your sole remedy is to return it to us in unused condition within 7 days of delivery.

USER ACCOUNT

Notwithstanding other legal remedies that may be available to Greenuss Wellness, we may in our sole discretion limit user activity by immediately removing user listing either temporarily or indefinitely or suspend or terminate user membership, and/or refuse to provide user with access to the site: If the user is in breach any of the terms and conditions of this agreement and/or the terms and conditions of usage of Greenuss Wellness.

- If the user has provided wrong, inaccurate, incomplete, or incorrect information.
 - If your actions may cause any harm, damage, or loss to the other users or Greenuss Wellness
- Illegal and/or unauthorized use of the service, including unauthorized framing of or linking to the Greenuss Wellness. site will be investigated, and appropriate legal action will be taken against that user, including without limitation, civil, criminal, and injunctive redress.

RISK OF LOSS

All items purchased from greenuss.com are made pursuant to a shipment/dispatch contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier/courier.

FORCE MAJEURE

Greenuss Wellness shall have no liability to you for any interruption or delay in access to the Site irrespective of the cause.

POLICY UPDATES

We reserve the right to change or update this policy at any time. Such changes shall be effective immediately upon posting them on the Greenuss Wellness website. If any of the terms & conditions shall be deemed to be invalid, void or for any reason unenforceable, that term shall be deemed severable and shall not affect validity & enforceability of any remaining term & condition.

ENTIRE AGREEMENT

These Terms of Service constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. The clauses as above shall survive the termination or expiry of this agreement.

GENERAL

The waiver of a breach of any term hereof shall in no way be construed as a waiver of any other term or breach thereof. The person agreeing to these terms & conditions of use represents & warrants that such person is authorized to bind and thus bind his or her principal or employer and has adequate legal capacity to enter into these terms and conditions of use.

RELATIONSHIP WITH CUSTOMER

This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between the customer and Greenuss Wellness. The customer shall not assign, transfer or sublicense any or all of his rights or obligations under this Agreement without express prior written consent of Greenuss Wellness.

OUR ADDRESS

All communications made to us shall be addressed to the following address, for them to constitute as successful and discharge of obligations under the present policy. Any communication sent to any other address shall not constitute as discharge or be deemed to be sent to us.

GREENUSS WELLNESS PVT LTD.

KV 21, Krishna Vihar, Near HDFC, Patrapada, Khorda, Bhubaneswar, Orissa, India, 751019

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MISSCELANEOUS

1. Eligibility of Membership:

- Use of the Site is available only to persons who can form legally binding contracts under applicable law. If you are a minor i.e., under the age of 18 years but at least 13 years of age, you may use this Site only under the supervision of a parent or legal guardian who agrees to be bound by these Terms and Conditions. If your age is below that of 18 years your parents or legal guardians can transact on behalf of you if they are registered users.
- Greenuss Wellness reserves the right to terminate your membership and refuse to provide you with access to the Site if Greenuss Wellness discovers that you have not attained the age of majority under the applicable law. The Site is not available to persons whose membership has been suspended or terminated by Greenuss Wellness for any reason whatsoever.
- Except where additional terms and conditions are provided which are product specific, these terms and conditions supersede all previous representations, understandings, or agreements and shall prevail notwithstanding any variance with any other terms of any order submitted. By using the services of Greenuss Wellness you agree to be bound by the Terms and Conditions.

2. Account & Registration Obligations:

"Your Information" is defined as any information you provide to us in the registration, buying process, in the feedback area or through any email feature. We will protect Your Information in accordance with our Privacy Policy. If you use the Site, you are responsible for maintaining the confidentiality of Your Account and Password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under Your Account or Password. Greenuss Wellness shall

not be liable to any person for any loss or damage which may arise as a result of any failure by you to protect your password or account. If you know or suspect that someone else knows your password, you should notify us by contacting us immediately through the address provided below. If Greenuss Wellness has a reason to believe that there is likely to be a breach of security or misuse of Greenuss Wellness Site, we may require you to change your password or we may suspend your account without any liability towards Greenuss Wellness. You also agree to: Provide true, accurate, current and complete information about yourself in Greenuss Wellness's registration form (such information being the "Registration Data") and you Maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, incomplete, or not current or if Greenuss Wellness has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or not in accordance with the User Agreement, Greenuss Wellness has the right to indefinitely suspend or terminate your membership and refuse to provide you with access to the Site.

3. Pricing Information

- While Greenuss Wellness strives to provide accurate product and pricing information, pricing or typographical errors may occur. Greenuss Wellness cannot confirm the price of a product until you order. In the event that a product is listed at an incorrect price or with incorrect information due to an error in pricing or product information, Greenuss Wellness shall have the right, at our sole discretion, to refuse or cancel any orders placed for that product, unless the product has already been dispatched. In the event that an item is mispriced, Greenuss Wellness may, at its discretion, either contact you for instructions or cancel your order and notify you of such cancellation. Unless the product ordered by you has been dispatched, your offer will not be deemed accepted and Greenuss Wellness will have the right to modify the price of the product and contact you for further instructions using the e-mail address provided by you during the time of registration or cancel the order and notify you of such cancellation. In the event that Greenuss Wellness accepts your order the same shall be debited to your credit card account and duly notified to you by email that the payment has been processed. The payment may be processed prior to Greenuss Wellness dispatch of the product that you have ordered. If we have to cancel the order after we have processed the payment, the said amount will be reversed back to your credit card/ debit card account as applicable.

- We strive to provide you with the best prices. However, sometimes a price online does not match the price in a store. In our effort to be the lowest price provider in your particular geographic region, store pricing may sometimes differ from online prices. Prices and availability are subject to change without notice.

4. Cancellation of orders by Greenuss Wellness Private Limited

Please note that there may be certain orders that we are unable to accept and must cancel. We reserve the right, at our sole discretion, to refuse or cancel any order for any reason, with or without communicating the said reasons to you. Some situations that may result in your order

being cancelled include limitations on quantities available for purchase, inaccuracies or errors in product or pricing information, or problems identified by our credit and fraud avoidance department. We may also require additional verifications or information before accepting any order. We will contact you if all or any portion of your order is cancelled or if additional information is required to accept your order. If your order is cancelled after your credit card has been charged, the said amount will be reversed back in your Card Account.

5. Credit Card Details:

You agree, understand and confirm that the credit card details provided by you for availing of services of Greenuss Wellness will be correct and accurate and you shall not use the credit card, which is not lawfully owned by you, i.e. in a credit card transaction, you must use your own credit card. You further agree and undertake to provide the correct and valid credit card details when making payment on Greenuss Wellness website. Your credit card information never reaches Greenuss Wellness, we just get pass, hold or fail message from our payment gateways. The said information will not be utilized and shared by us or our payment gateways with any of the third parties unless required for fraud verifications or by law, regulation or court order. Greenuss Wellness will not be liable for any credit card fraud. The liability for use of a card fraudulently will be on you and the onus to 'prove otherwise' shall be exclusively on you.

6. Fraudulent/Declined Transactions:

- Greenuss Wellness reserves its right to recover the cost of goods, collection charges and lawyers' fees from persons using the Site fraudulently. Greenuss Wellness reserves the right to initiate legal proceedings against such persons for fraudulent use of the Site and any other unlawful act or acts or omissions in breach of these terms and conditions.
- We as a merchant shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on Account of the Cardholder having exceeded the present limit mutually agreed by us with our acquiring bank from time to time.