

## **Terms and Conditions regarding Delivery and Shipping**

**Please read the following terms and conditions very carefully as your use of service is subject to your acceptance of and compliance with the following terms and conditions ("Terms").**

By subscribing to or using any of our services you agree that you have read, understood and are bound by the Terms, regardless of how you subscribe to or use the services. If you do not want to be bound by the Terms, you must not subscribe to or use our services.

In these Terms, references to "you", "User" shall mean the end user accessing the Website, its contents and using the Services offered through the Website. "Service Providers" mean independent third party service providers, and "we", "us" and "our" shall mean Cheers Food & Beverages, its dealers, affiliates and partners.

### **Introduction:**

1. www.wheafree.com website ("Website") is an Internet based content and e-commerce portal operated by Cheers Food & Beverages, a company incorporated under the laws of India.
2. Use of the Website is offered to you conditioned on acceptance without modification of all the terms, conditions and notices contained in these Terms, as may be posted on the Website from time to time. Wheafree.com at its sole discretion reserves the right not to accept a User from registering on the Website without assigning any reason thereof.

### **User Account, Password, and Security:**

You will receive a password and account designation upon completing the Website's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Wheafree.com of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Wheafree.com cannot and will not be liable for any loss or damage arising from your failure to comply with this Section .

### **Services Offered:**

Wheafree.com provides delivery of gluten free products through the Web Site (all such services, collectively, the "Service. Upon placing an order, Wheafree.com shall ship the product to you and be entitled to its payment for the Services.

### **Privacy Policy:**

The User hereby consents, expresses and agrees that he has read and fully understands the Privacy Policy of Wheafree.com the Website. The user further consents that the terms and contents of such Privacy Policy are acceptable to him.

### **Limited User:**

The User agrees and undertakes not to reverse engineer, modify copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Website. Limited reproduction and copying of the content of the Website is permitted provided that Wheafree's name is stated as the source and prior written permission of Wheafree.com is sought. For the removal of doubt, it is clarified that unlimited or wholesale reproduction, copying of the content for commercial or non-commercial purposes and unwarranted modification of data and information within the content of the Website is not permitted.

### **User Conduct and Rules:**

You agree and undertake to use the Website and the Service only to post and upload messages and material that are proper. By way of example, and not as a limitation, you agree and undertake that when using a Service, you will not:

1. defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others;
2. publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
3. upload files that contain software or other material protected by intellectual property laws unless you own or control the rights thereto or have received all necessary consents;
4. upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Website or another's computer;
5. conduct or forward surveys, contests, pyramid schemes or chain letters;
6. download any file posted by another user of a Service that you know, or reasonably should know, cannot be legally distributed in such manner;
7. falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
8. violate any code of conduct or other guidelines, which may be applicable for or to any particular Service;
9. violate any applicable laws or regulations for the time being in force in or outside India; and
10. violate any of the terms and conditions of this Agreement or any other terms and conditions for the use of the Website contained elsewhere herein.
11. exploit any of the services. We reserve the right to deprive individual customers of our Cash on Delivery payment option. Moreover, we might refuse any of our services, terminate accounts, and/or cancel orders at our discretion, including but not limited to, if we believe that customer conduct violates applicable law or is harmful to our interests.
12. You shall not make any derogatory, defamatory, abusive, inappropriate, profane or indecent statement/s and/or comment/s about Wheafree.com, its associates and partners on any property owned by Wheafree.com.

#### **User Warranty and Representation:**

The user guarantees, warrants, and certifies that you are the owner of the content which you submit or otherwise authorised to use the content and that the content does not infringe upon the property rights, intellectual property rights or other rights of others. You further warrant that to your knowledge, no action, suit, proceeding, or investigation has been instituted or threatened relating to any content, including trademark, trade name service mark, and copyright formerly or currently used by you in connection with the Services rendered by Wheafree.com.

#### **Exactness Not Guaranteed:**

Wheafree.com hereby disclaims any guarantees of exactness as to the finish and appearance of the final Product as ordered by the user. The quality of any products, Services, information, or other material purchased or obtained by you through the Website may not meet your expectations.

#### **Intellectual Property Rights:**

1. Unless otherwise indicated or anything contained to the contrary or any proprietary material owned by a third party and so expressly mentioned, Wheafree.com owns all Intellectual Property Rights to and into the Website, including, without limitation, any and all rights, title and interest in and to copyright, related rights, patents, utility models, trademarks, trade names, service marks, designs, know-how, trade secrets and inventions (whether patentable or not), goodwill, source code, meta tags, databases, text, content, graphics, icons, and hyperlinks. You acknowledge and agree that you shall not use, reproduce or distribute any content from the Website belonging to Wheafree.com without obtaining authorization from Wheafree.com.
2. Notwithstanding the foregoing, it is expressly clarified that you will retain ownership and shall solely be responsible for any content that you provide or upload when using any

Service, including any text, data, information, images, photographs, music, sound, video or any other material which you may upload, transmit or store when making use of our various Service. However, with regard to the product customization Service (as against other Services like blogs and forums) you expressly agree that by uploading and posting content on to the Website for public viewing and reproduction/use of your content by third party users, you accept the User whereby you grant a non-exclusive license for the use of the same.

### **Links To Third Party Sites:**

The Website may contain links to other websites ("Linked Sites").The Linked Sites are not under the control of Wheafree.com or the Website and Wheafree.com is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Wheafree.com is not responsible for any form of transmission, whatsoever, received by you from any Linked Site. Wheafree.com is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Wheafree.com or the Website of the Linked Sites or any association with its operators or owners including the legal heirs or assigns thereof. The users are requested to verify the accuracy of all information on their own before undertaking any reliance on such information.

### **Disclaimer Of Warranties/Limitation Of Liability:**

Wheafree.com has endeavoured to ensure that all the information on the Website is correct, but Wheafree.com neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data, information, product or Service. In no event shall Wheafree.com be liable for any direct, indirect, punitive, incidental, special, consequential damages or any other damages resulting from: (a) the use or the inability to use the Services; (b) unauthorized access to or alteration of the user's transmissions or data; (c) any other matter relating to the services; including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Website or Service. Neither shall Wheafree.com be responsible for the delay or inability to use the Website or related services, the provision of or failure to provide Services, or for any information, software, products, services and related graphics obtained through the Website, or otherwise arising out of the use of the website, whether based on contract, tort, negligence, strict liability or otherwise. Further, Wheafree.com shall not be held responsible for non-availability of the Website during periodic maintenance operations or any unplanned suspension of access to the website that may occur due to technical reasons or for any reason beyond Wheafree.com's control. The user understands and agrees that any material and/or data downloaded or otherwise obtained through the Website is done entirely at their own discretion and risk and they will be solely responsible for any damage to their computer systems or loss of data that results from the download of such material and/or data.

### **Indemnification:**

You agree to indemnify, defend and hold harmless Wheafree.com from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by Wheafree.com that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by you pursuant to these Terms.

### **Pricing:**

Prices for products are described on our Website and are incorporated into these Terms by reference. All prices are in Indian rupees. Prices, products and Services may change at Wheafree.com's discretion.

**Shipping:**

Title and risk of loss for all products ordered by you shall pass on to you upon Wheafree.com's shipment to the shipping carrier.

**Delivery:**

Wheafree.com will make a maximum of three attempts to deliver your order. In case the customer is not reachable or does not accept delivery of products in these attempts Wheafree.com reserves the right to cancel the order(s) at its discretion.

**Termination:**

1. Wheafree.com may suspend or terminate your use of the Website or any Service if it believes, in its sole and absolute discretion that you have breached any of the Terms.
2. If you or Wheafree.com terminates your use of the Website or any Service, Wheafree.com may delete any content or other materials relating to your use of the Service and Wheafree.com will have no liability to you or any third party for doing so.
3. You shall be liable to pay for any Service or product that you have already ordered till the time of Termination by either party whatsoever. Further, you shall be entitled to your royalty payments as per the User License Agreement that has or is legally deemed accrued to you.

**Governing Law:**

These terms shall be governed by and constructed in accordance with the laws of India without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of the courts at Patiala.

**Headings:**

The headings and subheadings herein are included for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of the Terms or the right to use the Website by you contained herein or any other section or pages of the Website or any Linked Sites in any manner whatsoever.

**Severability:**

If any provision of the Terms is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of these Terms shall continue to be in full force and effect.

**Report Abuse:**

As per these Terms, users are solely responsible for every material or content uploaded on to the Website. Wheafree.com does not review the contents in any way before they appear on the Website. Wheafree.com does not verify, endorse or otherwise vouch for the contents of any user or any content generally posted or uploaded on to the Website. Users can be held legally liable for their contents and may be held legally accountable if their contents or material include, for example, defamatory comments or material protected by copyright, trademark, etc. If you come across any abuse or violation of these Terms, please report to [customercare@Wheafree.com](mailto:customercare@Wheafree.com).

**Unauthorized Charges on your card**

If you see charges on your credit/debit card for purchases made on Wheafree.com, but you never created an account or signed up, please check with your family members or business colleagues authorized to make purchases on your behalf, to confirm that they haven't placed the order. If you're still unable to recognize the charge, please report the unauthorized purchase within 10 days of the transaction to enable Wheafree to begin an investigation.

## **Cancellation/Refund Policy**

### **Cancellation/Refund of Products other than Fresh bakery Products**

If products have been shipped then there is no cancellation and no refund of Order. But if Customer has placed the order and it has not been shipped and either customer wants to amend the order or cancel the order then amount already paid can be adjusted or refunded provided Wheafree.com confirms that you can cancel the order or amend the order.

### **Cancellation of Fresh Bakery Products:-**

Once order placed and confirmed by making payment by user for fresh bakery, the order cannot be cancelled. The order will have to be shipped irrespective of cancellation as fresh bakery order is person specific and shelf life constrained and cannot be used anywhere else. Also fresh bakery is season specific and if placed in season not recommended for such products, warning will be issued through website before confirmation of payment or our representative will give you call to either cancel the order or reconvert the fresh bakery order into other gluten free products.

### **Cancellation of Fraudulent Orders**

To provide a safe and secure shopping experience, we regularly monitor transactions for fraudulent activity. In the event of detecting any suspicious activity, Wheafree.com reserves the right to cancel all past, pending and future orders without any liability. Wheafree.com also reserves the right to refuse or cancel orders in scenarios like inaccuracies in pricing of product on website and stock unavailability. 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.

### **The customer may be considered fraudulent if any of the following scenarios are met:**

1. Customer with a very high return rate
2. Customer doesn't reply to the payment verification mail sent by Wheafree
3. Customer fails to produce adequate documents during the payment details verification
4. Misuse of another customer's phone/email
5. Customer uses invalid email and phone no.
6. Overuse of a voucher code
7. Use of a special voucher not tagged to the email ID used.
8. Customer returns the wrong product
9. Customer refuses to pay for an order
10. Customer is involved in the snatch and run for any order
11. Invalid/Incomplete address escalated by FE

### **Cancellation of Bulk Orders**

Wheafree.com may cancel any orders that classify as 'Bulk Order' under certain criteria at any stage of the product delivery. An order can be classified as 'Bulk Order' if it meets with the below mentioned criteria, and any additional criteria as defined by Wheafree.com:

1. Products ordered are not for self-consumption but for commercial resale
2. Multiple orders placed for same product at the same address, depending on the product category
3. Bulk quantity of the same product ordered
4. Invalid address given in order details

5. Any malpractice used to place the order

Any promotional voucher used for placing the 'Bulk Order' may not be refunded

**Process for Pilferage Claim**

If a customer raises a complaint for partial item/partial order through Customer Care

1. The customer is supposed to claim for pilferage within 48 hours of delivery failing which the claim will not be entertained
2. An Email will be sent seeking/providing following information:
  - A. Short description of the case (A few questions will be asked to help us understand the scenario)
  - B. The snapshots of the packet and other box(If any)(Try to cover the sides which look tampered/damaged as per the customer)
  - C. The refund for prepaid orders will be done after investigation which usually requires 3-4 business day. The process will include investigation with the concerned departments
3. The customer may not be liable for a refund if he/she falls in any of the scenarios stated below:
  - A. Customer fails to provide adequate information about the case
  - B. Customer fails to provide snapshots of the packet and box(if any)
  - C. If an opened delivery was received, pilferage claims must be made the same day/no comments on POD/Receiving sheet of courier company
  - D. Customer must not dispose the packaging for 3-4 days post delivery. We might need to pick-up your packaging for investigation at our end.

**What we do about mispricings**

Despite our best efforts, a small number of the many hundreds of items in our catalogue are mispriced. However, we verify prices as part of our dispatch procedures.

If an item's correct price is lower than our stated price, we charge the lower amount and send you the item.

If a product's correct price is higher than our stated price, we will cancel your order and notify you of that cancellation.