PRIVACY POLICY

This website is owned and operated by SHREE BABOSA INDUSTRIES [MAHEK FANS]. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors to purchase products or book services.

By accessing or using the website for our products and service, you approve that you have read, understood, and agree to be bound by these Terms.

In order to use our website and/or receive our services, you must be at least 18 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

When buying an item, you agree that:

- (i) you are responsible for reading the full item listing before making a commitment to buy it:
- (ii) you enter into a legally binding contract to purchase an item when you commit to buy an item and you complete the check-out payment process.

The prices we charge for using our services / for our products are listed on the website. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the payments page.

"The fee for the services and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged to your payment method."

For any undamaged product, simply return it with its included accessories and packaging along with the original receipt (or gift receipt) within 7 days of the date you receive the product, and we will exchange it or offer a refund based upon the original payment method. In addition, please note the following: Products can be returned only in the country in which they were originally purchased.

We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

When we receive a valid <u>warranty claim</u> for a product purchased from us, we will either repair the relevant defect or replace the product. If we are unable to repair or replace the product within a reasonable time, the customer will be entitled to a full refund upon the prompt return of the product to us.

We will not pay for shipment of repaired or replaced products to customer and customer will be responsible for return shipment of the product to Us.

We may permanently or temporarily terminate or suspend your access to the service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. You may discontinue use and request to cancel your account and/or any services at any time.

Notwithstanding anything to the contrary in the foregoing, with respect to paid services, such subscriptions will be discontinued only upon the expiration of the respective period for which you have already made payment.

You agree to indemnify and hold SHREE BABOSA INDUSTRIES [MAHEK FANS] harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

To the maximum extent permitted by applicable law, in no event shall SHREE BABOSA INDUSTRIES [MAHEK FANS], be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

To the maximum extent permitted by applicable law, SHREE BABOSA INDUSTRIES [MAHEK FANS] assumes no liability or responsibility for any:

- (i) errors, mistakes, or inaccuracies of content;
- (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and
- (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

We reserve the right to modify these terms from time to time at our sole discretion.

Therefore, you should review these page periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

You agree to receive from time to time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices - please just notify us at any time.

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of [INDIA / WEST BENGAL / KOLKATA], without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in KOLKATA. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

We receive, collect and store any information you enter on our website or provide us in any other way. In addition, we collect the Internet protocol (IP) address used to connect your computer to the Internet; login; e-mail address; password; computer and connection information and purchase history. We may use software tools to measure and collect session information, including page response times, length of visits to certain pages, page interaction information, and methods used to browse away from the page. We also collect personally identifiable information name, email, password, communications); (including payment details (including credit card information), comments, feedback, product reviews, recommendations, and personal profile.

We collect such Non-personal and Personal Information for the following purposes.

- 1. To provide and operate the Services;
- 2. To provide our Users with ongoing customer assistance and technical support;
- To be able to contact our Visitors and Users with general or personalized service-related notices and promotional messages;
- 4. To create aggregated statistical data and other aggregated and/or inferred Non-personal Information, which we or our business partners may use to provide and improve our respective services;
- 5. To comply with any applicable laws and regulations.

When you conduct a transaction on our website, as part of the process, we collect personal information you give us such as your name, address and email address. Your personal information will be used for the specific reasons stated above only.

We may contact you to notify you regarding your account, to troubleshoot problems with your account, to resolve a dispute, to collect fees or monies owed, to poll your opinions through surveys or questionnaires, to send updates about our company, or as otherwise necessary to contact you to enforce our User Agreement, applicable national laws, and any agreement we may have with you. For these purposes we may contact you via email, telephone, text messages, and postal mail.

Our company is hosted on the Wix.com platform. Wix.com provides us with the online platform that allows us to sell our products and services to you. Your data may be stored through Wix.com's data storage, databases and the general Wix.com applications. They store your data on secure servers behind a firewall.

All direct payment gateways offered by Wix.com and used by our company adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of credit card information by our store and its service providers.

If you don't want us to process your data anymore, please contact us at info.support@mahekfans.com !!

We reserve the right to modify this privacy policy 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.

INFORMATION SECURITY

We take appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of data. These include internal reviews of our data collection, storage and processing practices and security measures, including appropriate encryption and physical security measures to guard against unauthorized access to systems where we store personal data.

All information gathered on our Website is securely stored within our controlled database. The database is stored on servers secured behind a firewall; access to the servers is password-protected and is strictly limited. However, as effective as our security measures are, no security system is impenetrable.

We cannot guarantee the security of our database, nor can we guarantee that information you supply will not be intercepted while being transmitted to us over the Internet. And, of course, any information you include in a posting to the discussion areas is available to anyone with Internet access.

INFORMATION SHARING

We shares the sensitive personal information to any third party without obtaining the prior consent of the user in the following limited circumstances:

- (a) When it is requested or required by law or by any court or governmental agency or authority to disclose, for the purpose of verification of identity, or for the prevention, detection, investigation including cyber incidents, or for prosecution and punishment of offences. These disclosures are made in good faith and belief that such disclosure is reasonably necessary for enforcing these Terms; for complying with the applicable laws and regulations.
- (b) We proposes to share such information within its group companies and officers and employees of such group companies for the purpose of processing personal information on its behalf. We also ensure that these recipients of such information agree to process such information based on our instructions and in compliance with this Privacy Policy and any other appropriate confidentiality and security measures.

LINKS TO THE OTHER SITES

Our policy discloses the privacy practices for our own web site only. Our site provides links to other websites also that are beyond our control. We shall in no way be responsible in way for your use of such sites.

COOKIES

To improve the responsiveness of the sites for our users, we may use "cookies", or similar electronic tools to collect information to assign each visitor a unique, random number as a User Identification (User ID) to understand the user's individual interests using the Identified Computer. Unless you voluntarily identify yourself (through registration, for example), we will have no way of knowing who you are, even if we assign a cookie to your computer.

The only personal information a cookie can contain is information you supply (an example of this is when you ask for our Personalised Horoscope). A cookie cannot read data off your hard drive. Our advertisers may also assign their own cookies to your browser (if you click on their ads), a process that we do not control.

USER INFORMATION

To avail certain services on our Websites, users are required to provide certain information for the registration process namely: -

- a) your name,
- b) email address,
- c) sex,
- d) age,
- e) PIN code,
- f) credit card or debit card details
- g) biometric information,
- h) password etc.,

The Information as supplied by the users enables us to improve our sites and provide you the most user-friendly experience.

All required information is service dependent and we may use the above said user information to, maintain, protect, and improve its services (including advertising services) and for developing new services.

Such information will not be considered as sensitive if it is freely available and accessible in the public domain or is furnished under the Right to Information

Act, 2005 or any other law for the time being in force.

Our web servers automatically collect limited information about your computer's connection to the Internet, including your IP address, when you visit our site. (Your IP address is a number that lets computers attached to the Internet know where to send you data - - such as the web pages you view.)

Your IP address does not identify you personally. We use this information to deliver our web pages to you upon request, to tailor our site to the interests of our users, to measure traffic within our site and let advertisers know the geographic locations from where our visitors come.

This document is published and shall be construed in accordance with the provisions of the Information Technology (reasonable security practices and procedures and sensitive personal data of information) rules, 2011 under Information Technology Act, 2000; that require publishing of the Privacy Policy for collection, use, storage and transfer of sensitive personal data or information.

Please read this Privacy Policy carefully by using the Website, you indicate that you understand, agree and consent to this Privacy Policy. If you do not agree with the terms of this Privacy Policy, please do not use this Website.

By providing us your Information or by making use of the facilities provided by the Website, You hereby consent to the collection, storage, processing and transfer of any or all of Your Personal Information and Non-Personal Information by us as specified under this Privacy Policy. You further agree that such collection, use, storage and transfer of Your Information shall not cause any loss or wrongful gain to you or any other person.

The terms "We" / "Us" / "Our" Company" individually and collectively refer to SHREE BABOSA INDUSTRIES and the terms "You" / "Your" / "Yourself" refer to the USERS.

This Privacy Policy is an electronic record in the form of an electronic contract formed under the information Technology Act, 2000 and the rules made thereunder and the amended provisions pertaining to electronic documents / records in various statutes as amended by the information Technology Act, 2000. This Privacy Policy does not require any physical, electronic or digital signature.

This Privacy Policy is a legally binding document between YOU and SHREE BABOSA INDUSTRIES (both terms defined below). The terms of this Privacy Policy will be effective upon your acceptance of the same (directly or indirectly in electronic form, by clicking on the I accept tab or by use of the website or by other means) and will govern the relationship between you and SHREE BABOSA INDUSTRIES for your use of the website.

If you would like to: Access, Correct, Amend or Delete any personal information we have about you, you are invited to contact us at "contact us" link in our website or mail us at info.support@mahekfans.com!!