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Terms and Conditions –

1. Welcome to <https://india.hiwavo.com/> ("**Website**"). Fohow Healthcare is the authorized distributor of the brand Cipzer and the website cipzer.com ("**Website**"). Fohow Healthcare is a company incorporated under the provisions of the Companies Act, 2013 with its registered office at 2ND FLOOR, NO. 213, GURUDWARA ROAD, SOUTH CITY 1, GURUGRAM HARYANA, 122001, India. Your use of the Website is governed by the following Terms and Conditions ("**Terms of Use**") along with the Privacy Policy, Shipping Policy and Cancellation, Refund and Return Policy (together "**Policies**") as modified and amended from time to time. By accessing, browsing or otherwise using the Website, from a computer or mobile phone (through an iOS or Android application) for making a purchase on the Website, you agree to be bound by these Terms of Use and the Policies, whether you have read the same or not. The Website is only to be used for your personal non-commercial use and information. If you are not agreeable with these Terms of Use and Policies, Cipzer requests you to not use the Website.
2. Fohow Healthcare reserves the right to change, modify, add or remove portions of this Terms of Use and the Policies, at any time without giving any prior written notice to you and in its sole discretion. It is your responsibility to review these Terms of Use and Policies periodically for updates/ changes. Any change or modification to the Terms of Use and Policies will be effective immediately from the date of such upload of the Terms of Use and Policies on the Website. Your continuous use of the Website, following the posting of changes, will mean that you have

accepted and agreed to the revisions made to the Terms of Use as well as the Policies, whether or not you have read them. As long as you comply with these Terms of Use and Policies, Cipzer grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website.

3. You must be competent to contract within the meaning of the Indian Contract Act, 1872. Persons who are incompetent to contract including undischarged insolvents etc. are not eligible to use the Website. If you are a minor i.e. under the age of 18 years, you may use the Website only under the supervision of a parent or legal guardian or your parent/ legal guardian can transact on your behalf. If you are browsing and using the Website on someone else's behalf, you represent that you have the authority to bind that person to all the Terms of Use and Policies herein. If the said person refuses to be bound by the Terms of Use and Policies, you agree to accept liability for any harm caused by any wrongful use of the Website resulting from such access or use of the Website in whatsoever nature.
4. For placing an order, you can register and login on the Website or you can place an order as a guest user on the Website. You can also reach out to our customer care service for placing an order. If you register and login on the Website, you are responsible for maintaining the confidentiality of your username and password and you will be fully responsible for all activities that occur under your account. You agree to immediately inform Fohow Healthcare of any unauthorised use of your account or any breach of security with regards to your account registered with the Website.
5. As part of the registration process on the Website, Fohow Healthcare may collect the following personally identifiable information about you: including first and last name, email address, mobile phone number, demographic details such as age, gender, occupation, education, address etc., the links you click on the Website, the number of times you access the page and any such browsing information. You have to keep your account and registration details up-to-date with your current and correct details for receiving the communications related to your purchases from the Website. By agreeing to the Terms of Use, you can opt for receiving promotional offers and newsletters, which would entitle Fohow Healthcare to save your personal information for the intended purposes only. Fohow Healthcare stores only the necessary information required to make a purchase through the Website and does not disclose your confidential information to any third party without your consent. After placing an order on the Website, if

you choose to make payment online, through any of the various methods allowed on the Website, Fohow Healthcare does not save any information related to your credit/ debit cards or cvv number. All the information you provide is processed through a secure server for enabling the online transaction.

6. You agree and confirm that:

1. All information, products and services displayed on the Website, does not constitute an offer to sell. The order placed by you shall constitute an offer to purchase particular product/s under these Terms of Use at the price specified (including delivery and other charges).
2. Fohow Healthcare reserves the right to accept or reject your offer for any reason (or no reason) including, but not limited to the unavailability of any product, an error in the price or product description. This shall be regardless of whether the order has been confirmed and/ or payment been received. In the event Fohow Healthcare cancels your order, Fohow Healthcare will provide full refund of any payment received.

- **Before placing an order, you will check and verify the product description carefully. By placing an order for a product you are bound by the conditions of sale included in the product's description.**
- The prices and availability of the products are subject to change without prior notice to you, at the sole discretion of Fohow Healthcare.
- Fohow Healthcare may revise and cease to make available any product at anytime. In the event, Fohow Healthcare is unable to deliver the product, you will be notified by e-mail and your order will be automatically cancelled due to unavailability of the product. In such an event, Fohow Healthcare shall not be liable to pay any damages to you owing to cancellation of the order.
- Fohow Healthcare has granted you a limited, non-exclusive and non-transferable license to access and make personal and non-commercial use of the Website and not to download (other than page caching) or modify any portion of the Website. This license does not enable you to engage in any resale of the products ordered or to indulge in any commercial use of the Website or its contents contained therein. Fohow Healthcare reserves a right to discontinue your account without providing you any reason thereof. The products available on the Website are for your personal use

only. The products received by you from Fohow Healthcare cannot be resold for commercial purposes.

- You are solely responsible for maintaining confidentiality of your account, password and restricting access to your computer, and you hereby accept responsibility for all activities that occur under your account and password. If you suspect any misuse of your account, you are required to inform us in immediately at the Contact Information provided hereinbelow. If Fohow Healthcare finds a breach or suspects a breach of security of your account, Fohow Healthcare may require you to change your password, temporarily or permanently block or suspend your account without any liability to Fohow Healthcare.
- Fohow Healthcare reserves the right to refuse service and/ or terminate your account without giving you any prior notice if these Terms of Use are violated or if we decide, in Fohow Healthcare's sole discretion, that it would be in Fohow Healthcare's best interest to do so. You are solely responsible for all contents that you upload, post, email or otherwise transmit via the Website.
- Any recommendation made to you in the Website, during the course of your use of the Website, is purely for informational purposes and for your convenience and does not amount to endorsement of Fohow Healthcare's products in any manner.
- In the event any product purchased by you from the Website causes any side effects to you, please note that we shall not be held liable and/ or held responsible in any manner whatsoever and the same shall be at your sole responsibility. You should carefully read the product description to ensure that the ingredients in the products do not cause any side effects/ allergic reactions to you and you may even consult a specialist prior to using the said products.
- You shall not upload, publish, host, transmit, display, modify, update or share any information that, in the sole discretion of Fohow Healthcare, is grossly racial, harmful, sexual, defamatory, obscene, pornographic or otherwise unlawful in any manner whatsoever. Further, you shall not interfere with any other person's use or enjoyment of the Website or breach any applicable law.
- You will provide true, accurate and authentic information in all instances where such information is requested from you by Fohow Healthcare. Further, Fohow Healthcare reserves its right to confirm and validate the

information and other details provided by you at any point of time. If upon confirmation, your details are found not to be true, partially or wholly, then fohow.com its sole discretion has the right to reject your registration and to debar you from using any service of Fohow Healthcare without any prior intimation.

- You authorise Fohow Healthcare to contact you for any transactional purposes related to your order/ account.
- Fohow Healthcare shall not entertain any complaint after 7 days of the order having been delivered to you.
- All products are subject only to any applicable warranties of their respective manufacturers, distributors and suppliers, if any, provided in the product packaging. To the fullest extent possible by applicable law, Fohow Healthcare hereby disclaims all warranties of any kind, either express or implied, including without limitation, any implied warranties of merchantability, non-infringement or fitness for a particular purpose. Without limiting the generality of the foregoing, Fohow Healthcare hereby expressly disclaim all liability for product defect, any damage suffered by you from use of the services on the Website or failure claims that are due to normal use, product misuse, abuse, product modification, improper product selection, non-compliance with any codes or misappropriation of any kind. Fohow Healthcare will not be liable to you or to any third party for any consequential, incidental, indirect, punitive or special damages (including without limitation, damages relating to lost profits, lost data or loss of goodwill) arising out of, relating to or connected with the use of the Website or products, regardless of the cause of action on which they are based, even if advised of the possibility of such damages occurring.
- You are prohibited from violating the security of the Website. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any activity being conducted on the Website.
- No claims or action arising out of, or related to, the use of the Website or these Terms of Use may be brought by you more than one (1) year after the cause of action relating to such claim or action arose. If you have a dispute with Fohow Healthcare or are dissatisfied with the Website, termination of your use of the Website is your sole remedy. Fohow Healthcare has no obligation, liability or responsibility to you.
- **PRODUCT DESCRIPTION**

1. Fohow Healthcare attempts to be as accurate as possible in the description of the product on the Website. However, Fohow Healthcare does not warrant that the product description, colour, information or other content on the Website is accurate, complete, reliable, current or error free. The Website may contain typographical errors or inaccuracies which may not be complete or current.
2. The product pictures are indicative and may not match the actual product. Fohow Healthcare has made every effort to display the colours of the products that appear on the Website as accurately as possible. However, as the actual colours you will see depend on your monitor, Fohow Healthcare cannot guarantee that your monitor's display of colour will be accurate.
3. Fohow Healthcare reserves the right to correct, change or update the information, errors, inaccuracies or omissions at any time (including after an order has been submitted) without prior notice. Please note that such errors, inaccuracies or omissions may also relate to pricing and availability of the product.
4. The availability of our products shall depend on seasonal variations as the raw materials procured for manufacturing our products are naturally sourced, which may result in our products not being available at all times on the Website. Further, as the raw materials procured for manufacturing our products are naturally sourced, it is possible that due to sedimentation occurring in our products especially juices, the colour, texture and taste may differ between batches because of seasonal variations but the nutritional value of our products always remains constant.
5. Cipzer intends to provide you with general information about Fohow Healthcare's products. The information is not intended to constitute personal medical suggestion or be used for any medical diagnosis or responsibility for the accuracy, completeness, appropriateness or usefulness of the information. For any specific medical conditions or issues, you are advised to seek opinion from a certified medical practitioner. In the event you rely on the information provided by Fohow Healthcare , you do so at your own risk. Under no circumstances will Fohow Healthcare be liable for the information or the consequences or relying upon on such information.

- **PRICING**

1. All products listed on the Website will be sold at maximum retail price unless otherwise specified. The prices declared on the Website for the respective product are inclusive of taxes. The prices mentioned at the time of ordering will be the prices charged on the date of delivery. In case the prices are higher or lower of the concerned product, on the date of delivery, no additional charges will be collected or refunded as the case may be at the time of delivery.
2. At the time of checking out, you are requested to verify the total amount payable before placing your order. At the time of checking out, the total charges payable with regards to the said order shall be displayed on the Website and no further extra charges shall be applicable or payable by you at the time of accepting delivery of the said product/s ordered. After confirming the said order on the Website, especially on selecting the cash on delivery option, you shall be liable to make complete payment of the total amount to the concerned delivery person prior to taking delivery of the said products ordered for by you.

- **PAYMENT**

While placing an order on the Website, you are allowed to choose from the various payment options made available. You undertake to use your own debit/ credit card or banking details for completing the transaction on the Website. At the time of payment, if all security checks are verified through the secured server for enabling the online transaction, then Fohow Healthcare shall not be held responsible for misuse of your debit/ credit card or banking details. Fohow Healthcare will not be liable for any type of credit card fraud. The onus of proving that your credit card has been fraudulently used for transacting on the Website will be exclusively on you.

- **CANCELLATION, REFUNDS AND RETURNS**

Order can be cancelled before the order is dispatched. Steps to cancel the order if the Order is not dispatched:

Self Cancellation –

1. Go to My accounts > Orders on your App/web and cancel the order
2. Order can also be cancelled via our whatsapp BOT – Type – Cancel My Order > Share the reason > Type Order id – Order will be cancelled

Cancellation via Customer service – Pls text, mail or call Fohow Healthcare's customer service at the mentioned contact details

In case you are not able to cancel the order, this means the order is dispatched. Please reach out to our customer case service for further assistance.

- **SHIPPING AND DELIVERY**

Fohow Healthcare shall handle the logistics of the delivery of the products ordered by you. At the time of placing your order, depending at your place of residence, an estimated time of delivery would be shared with you. Once the order is shipped the consignment number for tracking the status of your order would be shared with you. Please note that Fohow Healthcare will try its level best to make sure that you receive your order as fast as possible but due to certain external circumstances, your order might take a while longer to get delivered. Please refer to our Shipping and Delivery Policy provided on our Website, as amended from time to time.

- **INTELLECTUAL PROPERTY RIGHTS**

The "**Fohow**" name and logo and all related product and service names, design marks and slogans are the trademarks, logos or service marks of Fohow Healthcare. Fohow Healthcare expressly reserves all intellectual property rights in all text, programs, products, processes, technology, content and other materials, which appear on this Website. Access to this Website does not confer and shall not be considered as conferring upon anyone to use any of Fohow Healthcare's intellectual property rights. Any use of this Website or its contents including copying and/or storing them in whole or part for commercial purpose is prohibited without Fohow Healthcare's permission. You may copy or download contents displayed on the said Website for your personal use only. You may not modify, distribute or re-post anything on this Website for any purpose. No right, title or interest in any downloaded materials is transferred to you as a result of any such copying and/ or downloading.

- **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

1. The Website is provided on an "as is" and "as available" basis.

2. Fohow Healthcare makes no representation or warranties of any kind, express or implied, as to the operation of this Website or the information, content, materials or products shown on this Website. You expressly agree that your use of the Website is at your own risk.
3. Fohow Healthcare makes no representation regarding the use of or result of the use/ depiction of the contents on the Website in terms of their correctness, accuracy, reliability, or otherwise. Fohow Healthcare shall not be liable for any loss suffered in any manner by the user as a result of depending directly or indirectly on the depiction of the contents on this Website.
4. The images shown on the Website are only indicative in nature and the actual product may vary in size, colour etc.
5. We do not warrant that the Website, its server or email sent are free of virus or other harmful components. We will not be liable for any damages of any kind arising from the use of this Website, including but not limited to direct, indirect, incidental, punitive and consequential damages.
6. You acknowledge that this Website is provided only on the basis set out in the Terms of Use. Your uninterrupted access or use of the this Website on this basis may be prevented by certain factors outside our reasonable control including, without limitation, the unavailability, inoperability or interruption of the internet or other telecommunications services or as a result of any maintenance or other service work carried out on this Website.
7. You agree that, to the fullest extent permitted by applicable law, neither Fohow Healthcare nor Fohow Healthcare's holding, subsidiaries, affiliates, partners or licensors will be responsible or liable (whether in contract, tort including negligence or otherwise) under any circumstances for any (a) interruption of business; (b) access delays or access interruptions to the Website; (c) data non-delivery, loss, theft, mis-delivery, corruption, destruction or other modification; (d) loss or damages of any sort incurred as a result of dealing with or the presence of off-website links on the Website; (e) viruses, system failures or malfunctions which may occur in connection with your use of the Website, including during hyperlink to or from third party websites; (f) any inaccuracies or omissions in content; or (g) events beyond the reasonable control of Fohow Healthcare. Fohow Healthcare makes no representation or warranties that defects or errors will be corrected.

8. Further, to the fullest extent permitted by law, neither Fohow Healthcare nor Fohow Healthcare's subsidiaries, affiliates, partners or licensors will be liable for any indirect, special, punitive, incidental or consequential damages of any kind (including lost profits) related to the Website or use thereof regardless of the form of action whether in contract, tort including negligence or otherwise, even if we have been advised of the possibility of such damages and in no event shall Fohow Healthcare's maximum aggregate liability exceed. This disclaimer constitutes an essential part of this Terms of Use.

- **TERMINATION**

These Terms of Use are effective unless and until terminated by either you or Fohow Healthcare. You may terminate the Terms of Use at any time, provided that you discontinue any further use of this Website. Fohow Healthcare may terminate the Terms of Use at any time and may do so without notice and accordingly deny you access to the Website, such termination will be without any liability to the Website. Upon any termination of the Terms of Use by either you or Cipzer, you must promptly destroy all material downloads or otherwise obtained from this Website, as well as all copies of such materials, whether made under the Terms of Use or otherwise. Any such termination of the Terms of Use shall not cancel your obligation to pay for the product already ordered from the Website or affect any liability that may have arisen under the Terms of Use.

- **INDEMNITY**

You agree to defend, indemnify and hold harmless Fohow Healthcare, its employees, directors, officers, agents and their successors and assigns, its holding, subsidiaries, affiliates, partners or licensors from 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 your actions or inactions, which may result in any loss or liability to Fohow Healthcare or any third party including but not limited to breach of any warranties, representatives or undertakings or in relation to the non-fulfillment of any of your obligations under the Terms of Use or arising out of your violation 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 the Terms of Use.

- **VARIATION OF THE TERMS OF USE**

At any given point of time, Fohow Healthcare may modify these Terms of Use of the Website, without giving any prior intimation to you. You can review the most current version of the Terms of Use at any time on the Website. Fohow Healthcare reserves its right to update, change or replace any part of these Terms of Use by posting updates and changes to the Website. It is your responsibility to check the Website periodically for changes. Your continued use of or access of the Website, following the posting of any changes to the Terms of Use, constitutes acceptances of those changes.

- **PRIVACY POLICY**

Fohow Healthcare understands the importance of safeguarding your personal information and has formulated a Privacy Policy, to ensure that your personal information is sufficiently protected. Apart from these Terms of Use, the Policies shall also govern your visit and use of the Website. Your continued use of the Website implies that you have read and accepted the Privacy Policy as well as Policies and you agree to be bound by their terms and conditions. You hereby consent to the use of personal information by cipzer.com accordance with the terms and purpose set forth in the Terms of Use as well as the Policies, which may be subject to amendment from time to time at the sole discretion of Cipzer.com Please refer to our Privacy Policy (<https://www.fohow.com/privacy-policy/>) provided on our Website.

- **GOVERNING LAW AND JURISDICTION**

All disputes in connection with these Terms of Use shall be construed and governed in accordance with Indian laws and shall be subject to the exclusive jurisdiction of the competent courts at Haryana only. Fohow Healthcare reserves the right to seek and obtain any injunctive relief, provisional or interim relief from any court of competent jurisdiction to protect Fohow Healthcare's trademark or other intellectual property rights or confidential information.

1. **GENERAL**

1. You acknowledge and hereby agree to these Terms of Use and that it constitutes the complete and exclusive agreement between us concerning your use of the Website and supersedes and governs all prior proposals, agreements, or other communications.
2. Fohow Healthcare reserves the right, in our sole discretion, to change/ alter/ modify these Terms of Use and Policies at any time by posting the changes on the Website. Any changes are effective immediately upon posting to the Website. Your continued use of the Website thereafter constitutes your agreement to all such changes to the Terms of Use as well as the Policies. Fohow may, with or without prior notice, terminate any of the rights granted by these Terms of Use and Policies. You shall comply immediately with any termination or other notice, including, as applicable, by ceasing all use of the Website.
3. Nothing contained in these Terms of Use shall be construed as creating any agency, partnership, affiliation, joint venture or other form of joint enterprise between us. Fohow Healthcare's failure to require your performance of any provision hereof shall not affect Fohow Healthcare's full right to require such performance at any time thereafter, nor shall Fohow Healthcare's waiver of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these Terms of Use and/ or Policies shall be unenforceable or invalid under any applicable law or be so held by any applicable court decision, such enforceability or invalidity shall not render these Terms of Use and/ or Policies unenforceable or invalid as a whole but the Terms of Use and/ or Policies shall be modified, to the extent possible, by the adjudicating entity to fully reflect the original intent of the parties as reflected in the original provision. The headings of the Terms of Use are for convenience purpose only and shall not be used in its interpretation.
4. If you have any questions with regards to the Terms of Use, please email Cipzer at dr.singh@fohow.com;
- 5.

6. **CONTACT INFORMATION**

Customer Service Desk

E-mail id: dr.singh@fohow.com

Phone: [+91 8802856563](tel:+918802856563)

Contact days: Monday to Saturday (9 AM to 6 PM)

- **GRIEVANCE ADDRESSAL**

If you have any grievance or complaint to place:

1. Principal geographic address of Fohow Healthcare's headquarters and all branches; 2ND FLOOR, NO. 213, GURUDWARA ROAD, SOUTH CITY 1, GURUGRAM HARYANA,122001
2. Fohow Healthcare's contact details (email address and customer care number); dr.singh@fohow.com; [+91-8802856563](tel:+918802856563)
3. Name of the grievance officer appointed: Rekha Singh
Email ID of grievance officer: dr.singh@fohow.com