

TERMS & CONDITIONS

Last Updated: March 11, 2025

These terms and conditions ("the Terms") govern the ("you" or "your") use of our website Natural Form available at <http://naturalform.shop/>, an ecommerce website selling goods including without limits baked goods, utensils, coffee and related goods, and other products as may be listed on the Website from time to time ("the Website") and your relationship with Non Zero Design LLP a limited liability partnership incorporated and existing under the laws of India. (hereinafter referred to as "Natural Form", "we", "our" or "us").

Please read the Terms carefully as they affect your rights and liabilities under law. If you do not agree to these Terms, please do not access nor use the Website. By ordering any of our goods or services, you agree to be bound by these Terms. You should print a copy of these Terms for future reference.

If you have any queries regarding these Terms, then please contact us.

1 AGREEMENT

By using the Website you agree to be bound by these Terms and authorize us to transmit information (included updated information) to obtain information from third parties, including but not limited to, your debit or credit card numbers or credit reports to authenticate your identity, to validate your credit card, to obtain an initial credit card authorization and to authorize purchase transactions.

2 AMENDMENTS

We reserve the right to:

- Update these Terms from time to time, and any changes will be notified to you via an e-mail. It is your responsibility to check for such changes. The changes will apply to the use of the Website after we have given such an announcement. If you do not wish to accept the new Terms you should

not continue to use the Website. If you continue to use the Website after the date on which the change comes into effect, your use of the Website indicates your agreement to be bound by the new Terms;

- Modify or withdraw, temporarily or permanently, this Website and the material contained within (or any part) without notice to you and you confirm that we shall not be liable to you for any modification to or withdrawal of the Website or its contents; and
- Disable any user identification code or password we have provided to you, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms.

3 WARRANTIES

By using this Website, you warrant that:

- You are legally capable of entering into binding contracts;
- you are at least 18 years of age;
- the personal information which you are required to provide when you register is true, accurate, current and complete in all respects; and you are not impersonating any other person or entity.

You will notify us immediately of any changes to the personal information by e-mailing our customer service representatives at contact@naturalform.shop.

4 PRIVACY POLICY

We will treat all your personal information as confidential and will only use it in accordance with our Privacy Policy. In addition, we will process information about you in accordance with our Privacy Policy. By using our Website, you consent to such processing, and you warrant that all data provided by you is accurate.

When you shop on this Website, we will ask you to input personal details in order for us to identify you, such as your name, e-mail address, billing address, delivery address, credit card or other payment

information. We confirm that this information will be held by us in accordance with the law.

5 PROTECTING YOUR SECURITY

To ensure that your credit, debit, or other payment methods are not being used without your consent, we may validate name, address and other personal information supplied by you during the order process against appropriate third-party databases.

We take the risk of Internet fraud very seriously. With the volume of fraudulent credit card transactions increasing, we make every effort to ensure all orders are thoroughly checked using the information already supplied. There is a possibility we may contact you to make additional security checks, and we ask for your co-operation to enable us to complete them.

By accepting these Terms, you consent to such checks being made. All information provided by you will be treated securely and strictly in accordance with the law.

6 COMPLIANCE

The Website may only be used for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the Website and its use. You agree not to:

- upload or transmit through the Website any computer viruses, Trojans, worms, logic bombs or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer;
- upload or transmit through the Website any material which is defamatory, offensive or of an obscene character; and
- attempt to gain unauthorized access to our site, the server on which our site is stored, or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, you would commit a criminal offence. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any material posted on it, or on any website linked to it

7 THIRD PARTY LINKS

As a convenience to our customers, the Website may include links to other websites or material, which is beyond our control. For your information, we are not responsible for such websites or material nor do we review or endorse them. We will not be liable for the privacy practices or content of such websites nor for any damage, loss or offence caused or alleged to be caused in connection with, the use of or reliance on any such advertising, content, products, materials or services available on such external websites or resources.

8 ORDERS

- All orders are subject to acceptance and availability. If the goods ordered are not available, you will be notified by e-mail (or by other means if no e-mail address has been provided) and you will have the option either to wait until the item is available from stock or to cancel your order.
- Any orders placed by you will be treated as an offer to purchase the goods or services from us, and we have the right to reject such offers at any time. You acknowledge that any automated acknowledgment of your order, which you may receive from us, shall not amount to our

acceptance of your offer to purchase goods or services advertised on the Website. The conclusion of a contract between you and us will take place when we (i) debit your credit, debit card or bank account or (ii) dispatch the goods to you or commence the services, whichever is later, at which time we shall send you an e-mail confirming that the contract has been concluded ("Dispatch Confirmation"). The contract will relate only to those goods or services whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other goods or services which may have been part of your order until the dispatch of such goods or services has been confirmed in a separate Dispatch Confirmation.

- We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part, we cannot be liable for any loss you may suffer if a third party procures unauthorized access to any data provided by you when accessing or ordering from the Website.

You will assume the risk for the products once they have been delivered to the delivery address, which you specified when ordering the products. We accept no liability where you provide an incorrect delivery address or where you fail to collect the products from the delivery address that you specified.

9 PROVISIONS FOR RETAILERS AND WHOLESALERS

In the scenario where a retailer or wholesaler (hereinafter referred to as "Distributor") wishes to resell goods and articles purchased through the Website, the Distributor can avail said service by contacting us and upon furnishing specific details subject to our confirmation. The terms and conditions in this agreement and any other documents that we make available for the transaction shall be applicable to all business transactions between the Distributor and us.

During the term, it is the responsibility of the Distributor to:

- Provide proper information while purchasing products of Natural Form including correct quantity, name of company and any other details.
- Indemnify and hold harmless Natural Form from and against all suits, losses, claims, liabilities, costs, expenses that are sustained or incurred by Natural Form as a result of any claim arising directly from any breach of contract, breach of warranty, strict liability in tort due to the actions of the Distributor. Distributors may contact us at: sales@naturalform.shop.

10 PRICE AND PAYMENT

All prices shown on the Website are exclusive of applicable taxes. Taxes and shipping costs will be calculated and added during checkout/final payment (where applicable) at the current rates. We reserve the right, however, to change prices at any time without giving you notice (save that any changes will not affect orders in respect of which we have sent you a Dispatch Confirmation).

Payment can be made by any major credit or debit card, UPI, or via your bank account. Payment will be debited and cleared from your account before the dispatch of your good or provision of the service to you.

In the unlikely event that the price shown on the checkout page is wrong, and we discover this at any point, we are not required to sell the goods to you at the price shown. We always try and ensure that the prices of goods shown on our Website are accurate, but occasionally genuine errors may occur. If we discover an error in the price of the goods that you have ordered, we will let you know as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If you cancel your order and you have already paid for the goods (but they have not yet been dispatched), then you will receive a full refund.

You confirm that the payment method that is being used is yours. All credit/debit cardholders are subject to validation checks and authorization by the card issuer. If the issuer of your payment card refuses to or does not, for any reason, authorize payment to us we will not be liable to you for any delay or non-delivery.

If your credit or debit card payment is not processed successfully for any reason, your order shall stand cancelled immediately and you will have to place a new order unless specified otherwise on the Website payment page or by our partner payment service provider.

We allow you to use discount codes strictly on the terms and conditions upon which they were issued which, amongst other things, may include terms relating to your eligibility to use them and the maximum order value. Please familiarize yourself with these terms and conditions before you place an order as we reserve the right to reject or cancel any orders which do not comply with these terms even if your credit or debit card has been charged. If there is any inconsistency between the terms and conditions upon which the discount codes were issued and these terms and conditions, the discount code terms and conditions prevail. A copy of the discount code terms and conditions can be obtained by mailing or telephoning our customer service representatives at: contact@naturalform.shop.

11 INTELLECTUAL PROPERTY

The content of the Website is protected by copyright, trademarks, database and other intellectual property rights and you acknowledge that the material and content supplied as part of the Website shall remain with us or our licensors.

You are authorized to access, view, and display the content of this Website on a personal device. You may store such content in electronic form solely for personal, non-commercial use, provided that such storage does not involve any publicly accessible server or networked storage device. You may also print a single copy of the content strictly

for personal, non-commercial use, provided that all copyright, trademark, and proprietary notices remain intact.

Except as expressly permitted by applicable law or with prior written consent, you may not reproduce, modify, adapt, distribute, transmit, publicly display, sell, or otherwise exploit any content from this Website for commercial purposes. Unauthorized use may result in legal action, including but not limited to claims for copyright infringement or breach of terms of use.

12 LIMITATION OF LIABILITY

- a. If we fail to comply with these Terms, we shall only be liable to you for losses that you suffer as a result of our failure to comply (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise), which are a foreseeable consequence of such failure.
- b. Nothing in these Terms excludes or limits our liability for:
 - i. death or personal injury caused by our negligence;
 - ii. fraud or fraudulent misrepresentation;
 - iii. any breach of the obligations implied by the law;
 - iv. defective products; or
 - v. any deliberate breaches of these Terms that would entitle you to terminate the Contract; or
 - vi. any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

13 USE OF WEBSITE

The Website is provided on an "as is" and "as available" basis without any representation or endorsement made and we make no warranties, whether express or implied, in relation to it and its use. You acknowledge that we cannot guarantee and cannot be responsible for the security or privacy of the Website and any information provided by you. You must bear the risk associated with the use of the Internet.

Whilst we will try to ensure that material included on the Website is correct, reputable, and of high quality, we cannot accept responsibility if

this is not the case. We will not be responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems you may experience with the Website. If we are informed of any inaccuracies in the material on the Website, we will attempt to correct this as soon as we reasonably can.

In particular, we disclaim all liabilities in connection with the following:

- incompatibility of the Website with any of your equipment, software or telecommunications links;
- technical problems including errors or interruptions of the Website;
- unsuitability, unreliability or inaccuracy of the Website; and
- failure of the Website to meet your requirements.

To the full extent allowed by applicable law, you agree that we will not be liable to you or any third party for any consequential or incidental damages (both of which terms includes, without limitation, pure economic loss, loss of profits, loss of business, loss of anticipated savings, wasted expenditure, loss of privacy and loss of data) or any other indirect, special or punitive damages whatsoever that arise out of or are related to your use of the Website.

14 SEVERANCE

If any part of the Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions of the Terms.

15 WAIVER

No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

16 ENTIRE AGREEMENT

These Terms form the entire basis of any agreement reached between you and us.

17 GOVERNING LAW AND DISPUTE RESOLUTION

The parties agree that the validity, operation, and performance of these Terms shall be governed by and interpreted in accordance with the laws of the India applicable therein (notwithstanding conflict of law rules). The Parties do expressly and irrevocably concede to the jurisdiction of courts located in New Delhi with respect to any matter or claim, suit, action or proceeding arising under or related to these Terms.

Any dispute concerning the subject matter of these Terms, or the breach, termination or validity thereof (a "Dispute") will be settled exclusively in accordance with the procedures set forth herein. The party seeking resolution of a Dispute will first give notice in writing of the Dispute to the other party, setting forth the nature of the Dispute and a concise statement of the issues to be resolved. If the Dispute has not been resolved through good faith efforts and negotiations of senior officers or representatives of the parties within fifteen (15) days of receipt by the relevant party of the notice of Dispute, such notice will be deemed to be a notice of arbitration and the parties agree to submit the Dispute to a single arbitrator mutually agreeable to both parties. The venue of such arbitration shall be New Delhi. In the event that the Parties cannot agree on a sole arbitrator, the arbitrator will be appointed by a judge of the appropriate court on application by either party to the Dispute. All decisions and awards rendered by the arbitrator will be final and binding upon the parties for all questions submitted to such arbitrator, and the costs associated with such submission shall be shared equally by the parties involved in the Dispute unless the arbitrator decides otherwise. The parties waive all rights of appeal, therefore to any court or tribunal, and agree that the only recourse by any party to any court will be for the purpose of enforcing an arbitration award.

18 REVIEWS

If you submit a review, you grant us a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce,

modify, adapt, publish, translate, create derivative works from, distribute and display such content throughout the world in any media.

You grant Natural Form and its sub-licensees the right to use the name that you submit in connection with such content if they choose.

You agree to waive your right to be identified as the author of such content and your right to object to derogatory treatment of such content.

You agree to perform all further acts necessary to perfect any of the above rights granted by you to Natural Form, including the execution of deeds and documents, at the request of Natural Form.

You represent and warrant that you own or otherwise control all of the rights to the content that you post; that, as at the date that the content or material is submitted to Natural Form:

- The content and material are accurate;
- Use of the content and material you supply does not breach any applicable Natural Form guidelines and will not cause injury to any person or entity (including that the content or material is not defamatory). You agree to indemnify Natural Form for all claims brought by a third party against Natural Form arising out of or in connection with a breach of any of these warranties.

19 CONTACT

You may get in touch with us through our Website or the address given below:

contact@naturalform.shop

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