

Natura Terms & Conditions

Introduction

Welcome to Natura.co.in service provided by Natura Outdoor Education & Training Solutions Pvt. Ltd.. The terms and conditions contained herein along with the Privacy Policy form an Agreement regulating our relationship with regard to the use of Natura.co.in services by you. You are advised to read this Agreement carefully. If you are not agreeable to any terms and conditions or Privacy Policy, you should not use this service. You can use Natura.co.in services if you are agreeable to all the terms and conditions of this Agreement in their entirety. If you accept this agreement, it will be a legally binding agreement between you and Smart Designs.

All products/services and information displayed on Natura.co.in ("Site" or "Natura.co.in") constitute an "invitation to offer". Your order for service constitutes your "offer" which shall be subject to the terms and conditions as listed below. Natura.co.in reserves the right to accept or reject your offer. If you have supplied us with your email address, we will notify you by email as soon as possible to confirm receipt of your order and email you again to confirm details and therefore process the order. Our acceptance of your order will take place upon dispatch of the product(s) ordered. No act or omission of Natura.co.in prior to the actual dispatch of the product (s) ordered will constitute acceptance of your offer.

Membership Eligibility

Use of the Site is available only to persons who can form legally binding contracts under applicable law. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including un-discharged insolvents etc. are not eligible to use the Site. 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 of Use. 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. You are prohibited from purchasing any material which is for adult consumption the sale or purchase of which to/by minors are strictly prohibited. Natura.co.in reserves the right to terminate your membership and refuse to provide you with access to the Site if Natura.co.in discovers that you are under the age of 18 years. The Site is not available to persons whose membership has been suspended or terminated by Natura.co.in for any reason whatsoever. If you are registering as a business entity, you represent that you have the authority to bind the entity to this User Agreement. Unless otherwise specified, the materials on this website are directed solely at those who consume the materials within India. Natura.co.in makes no representation that any products or services referred to in the materials on this website are appropriate for use, or available outside India. Those who choose to access this Site from outside India are responsible for compliance with local laws if and to the extent local laws are applicable. Natura.co.in will deliver the products only within India and will not be liable

for any claims relating to any products ordered from outside India.

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 Natura.co.in you agree to be bound by the Terms and Conditions.

Governing Law and Jurisdiction

This Agreement shall be construed in accordance with the applicable laws of India. The Courts at Mumbai shall have exclusive jurisdiction in any proceedings arising out of this agreement.

Account and Registration Obligations

"Your Information" is defined as any information you provide to us in the registration, buying or listing process, in the feedback area or through any e-mail feature. We will protect Your Information in accordance with our Privacy Policy. If you use the Site, you shall be 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. Natura.co.in 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 Natura.co.in has reason to believe that there is likely to be a breach of security or misuse of the Natura.co.in Site, we may require you to change your password or we may suspend your account without any liability to Natura.co.in.

You also agree to:

1. Provide true, accurate, current and complete information about yourself as prompted by Natura.co.in's registration form (such information being given in the "New User Register Information and Profile Information")
2. Maintain and promptly update the Profile information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, incomplete, or not current or if Natura.co.in has reasonable grounds to suspect that such information is untrue, inaccurate, not current or not in accordance with the User Agreement, Natura.co.in has the right to indefinitely suspend or terminate your membership and refuse to provide you with access to the Site.

Pricing Information

While Natura.co.in strives to provide accurate product and pricing information, pricing errors or typographical errors may occur. Natura.co.in cannot confirm the price of a product until after 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, Natura.co.in 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 carries an incorrect price, Natura.co.in 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/confirmed and Natura.co.in 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 Natura.co.in accepts your order the same shall be debited to your debit/credit card account and duly notified to you by email that the payment has been processed. The payment may be processed prior to Natura.co.in 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 debit/credit card account.

Order Cancellations

Cancellation by Natura.co.in

Please note that there may be certain orders that we are unable to confirm/accept and must cancel. We reserve the right, at our sole discretion, to refuse or cancel any order for any reason. Some situations that may result in your order being canceled include limitations on quantities available for purchase, inaccuracies or errors in product or pricing information, or problems identified by our debit/credit and fraud avoidance department. We may also require additional verifications or information before confirming/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 debit/credit card has been charged, the said amount will be reversed back in your Card Account.

Cancellations by the customer

In case we receive a cancellation notice and the order has not been processed/approved by us, we shall cancel the order and refund the entire amount. On cancellation of an order after it has been processed/approved by Natura.co.in, the cancellation charges will become applicable @ flat rate of 7.5% of the order value. Natura.co.in has the full right to decide whether an order has been processed or not. The customer agrees not to dispute the decision made by Natura.co.in and accept Natura.co.in's decision regarding the cancellation.

Third Party Products

PLEASE NOTE: Along with the other terms and conditions these additional terms are applicable in case you have bought any products not manufactured by Natura.co.in and its group companies. In other words these additional terms and conditions are applicable in case you buy products sold on Natura.co.in by third party vendors.

You understand and agree that there may be certain products, which will be sold on

the Site by third party vendors ("Vendors"). Natura.co.in may not be able to control the transactions or the acts and omissions of the Vendors in such transactions. When you buy such products from Vendors on the Site the following additional terms and conditions will become applicable:

Natura.co.in is not responsible for any non-performance or breach of any contract entered into between you and the Vendor. Natura.co.in cannot and does not guarantee that the Vendors will perform any transaction concluded on the Site.

Natura.co.in does not make any representation or warranty as to the attributes (such as quality, worth, marketability etc.) of the items or services proposed to be sold on the Site by the Vendor. In particular, Natura.co.in does not implicitly or explicitly support or endorse the sale of any items or services on the Site. Natura.co.in accepts no liability for any errors or omissions, whether on behalf of itself or third parties.

You release and indemnify Natura.co.in and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of the Vendors on the Site and specifically waive any claims that you may have in this behalf under any applicable law. Notwithstanding its reasonable efforts in that behalf, Natura.co.in cannot control the information provided by other Vendors, which is made available on the Site. You may find other Vendor's information to be offensive, harmful, inaccurate, or deceptive. Please use caution, common sense, and practice safe trading when using the Site. Please note that there are also risks of dealing with foreign nationals, underage persons or people acting under false pretense.

All other terms and conditions of this User Agreement are applicable to such transactions.

Debit/Credit Card Details

You agree, understand and confirm that the debit/credit card details provided by you for availing of services on Natura.co.in will be correct and accurate and you shall not use the debit/credit card which is not lawfully owned by you. I.e. in a debit/credit card transaction, you must use your own debit/credit card. You further agree and undertake to provide the correct and valid debit/credit card details to Natura.co.in. Further the said information will not be utilized and shared by Natura.co.in with any of the third parties unless required by law, regulation or court order.

Natura.co.in will not be liable for any debit/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.

Fraudulent/Declined Transactions

Natura.co.in reserves the right to recover the cost of goods, collection charges and lawyers fees from persons using the Site fraudulently.

Natura.co.in reserves the right to initiate legal proceedings against such persons for fraudulent use of the Site and any other unlawful acts or acts or omissions in breach of these terms and conditions.

Electronic Communications

You consent to receive the communications from Natura.co.in electronically, Natura.co.in will communicate with you through email or by posting notices on the Site.

You Agree and Confirm

That in the event that a non-delivery occurs on account of a mistake by you (i.e. wrong name or address or any other wrong information) any extra cost incurred by Natura.co.in for re-delivery shall be claimed from you.

That you will use the services provided by Natura.co.in, its affiliates, consultants and contracted companies, for lawful purposes only and comply with all applicable laws and regulations while using the Site and transacting on the Site.

You will provide authentic and true information in all instances where such information is requested of you. Natura.co.in reserves the 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 (wholly or partly), Natura.co.in has the right in its sole discretion to reject the registration and debar you from using the Services of Natura.co.in and/or other affiliated websites without prior intimation whatsoever.

That you are accessing the services available on this Site and transacting at your sole risk and are using your best and prudent judgment before entering into any transaction through this Site

That the address at which delivery of the product ordered by you is to be made will be correct and proper in all respects.

That before placing an order you will check the product description carefully. By placing an order for a product you agree to be bound by the conditions of sale included in the item's description.

You may not use the Site for any of the following purposes:

Disseminating any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material.

Transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any relevant laws, regulations or code of practice.

Gaining unauthorised access to other computer systems.

Interfering with any other person's use or enjoyment of the Site.

Breaching any applicable laws.

Interfering or disrupting networks or web sites connected to the Site.

Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.

Colors and Textures

We have made every effort to display the colors and textures of our products that appear on the Site as accurately as possible. However, as the actual colors you see will depend on your monitor, we cannot guarantee that your monitor's display of any color/texture will be accurate.

Modification of Terms and Conditions of Service

Natura.co.in may at any time modify the User Agreement without any prior notification to you. Subsequent to any modification of the User Agreement, we will inform you of the modifications in the User Agreement via e-mail at the address provided by you while registering on Natura.co.in. You can access the latest version of the User Agreement at any given time on Natura.co.in. You should regularly review the User Agreement on Natura.co.in. In the event the modified User Agreement is not acceptable to you, you should discontinue using the service. However, if you continue to use the service you shall be deemed to have agreed to accept and abide by the modified User Agreement.

Reviews, Feedback, Submissions

All reviews, comments, feedback, postcards, suggestions, ideas, and other submissions disclosed, submitted or offered to Natura.co.in on or by this Site or otherwise disclosed, submitted or offered in connection with your use of this Site (collectively, the "Comments") shall be and remain Natura.co.in property. Such disclosure, submission or offer of any Comments shall constitute an assignment to Natura.co.in of all worldwide rights, titles and interests in all copyrights and other intellectual properties in the Comments. Thus, Natura.co.in owns exclusively all such rights, titles and interests and shall not be limited in any way in its use, commercial or otherwise, of any Comments. Natura.co.in will be entitled to use, reproduce, disclose, modify, adapt, create derivative works from, publish, display and distribute any Comments you submit for any purpose whatsoever, without restriction and without compensating you in any way. Natura.co.in is and shall be under no obligation (1) to maintain any Comments in confidence; (2) to pay you any compensation for any Comments; or (3) to respond to any Comments. You agree that any Comments submitted by you to the Site will not violate this policy or any right of any third party, including copyright, trademark, privacy or other personal or proprietary right(s), and will not cause injury to any person or entity. You further agree that no Comments submitted by you to the Site will be or contain libelous or otherwise unlawful, threatening, abusive or obscene material, or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam".

Natura.co.in does not regularly review posted Comments, but does reserve the right (but not the obligation) to monitor and edit or remove any Comments submitted to the Site. You grant Natura.co.in the right to use the name that you submit in connection with any Comments. You agree not to use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any Comments you submit. You are and shall remain solely responsible for the content of any Comments you make and you agree to indemnify Natura.co.in and its affiliates for all claims resulting from any Comments you submit. Natura.co.in and its affiliates take no responsibility and assume no liability for any Comments submitted by you or any third party.

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and assembly) of all Contents on this Site is the exclusive property of Natura.co.in and is also protected by Indian and International copyright laws.

Objectionable Material

You understand that by using this Site or any services provided on the Site, you may encounter Content that may be deemed by some to be offensive, indecent, or objectionable, which Content may or may not be identified as such. You agree to use the Site and any service at your sole risk and that to the fullest extent permitted under applicable law, Natura.co.in and its affiliates shall have no liability to you for Content that may be deemed offensive, indecent, or objectionable to you.

Indemnity

You agree to defend, indemnify and hold harmless Natura.co.in, its employees, directors, officers, agents and their successors and assigns 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 Natura.co.in or any third party including but not limited to breach of any warranties, representations or undertakings or in relation to the non-fulfillment of any of your obligations under this User Agreement 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 this User Agreement.

Termination

This User Agreement is effective unless and until terminated by either you or Natura.co.in. You may terminate this User Agreement at any time, provided that you discontinue any further use of this Site. Natura.co.in may terminate this User Agreement at any time and may do so immediately without notice, and accordingly deny you access to the Site. Such termination will be without any liability to Natura.co.in. Upon any termination of the User Agreement by either you or Natura.co.in, you must promptly destroy all materials downloaded or otherwise obtained from this Site, as well as all copies of such materials, whether made under the User Agreement or otherwise. Natura.co.in's right to any Comments shall survive any termination of this User Agreement. Any such termination of the User Agreement shall not cancel your obligation to pay for the product already ordered from the Site or affect any liability that may have arisen under the User Agreement.

Limitation of Liability and Disclaimers

The Site is provided without any warranties or guarantees and in an "As Is" condition. You must bear the risks associated with the use of the Site.

The Site provides content from other Internet sites or resources and while

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