

## **TERMS AND CONDITIONS**

READ THESE TERMS CAREFULLY BEFORE USING OUR PRODUCTS OR USING OUR SERVICES. BY PURCHASING OR USING ANY PRODUCTS, SOFTWARE, SCRIPTS OR SERVICES YOU ACKNOWLEDGE THAT YOU HAVE READ THIS LICENSE AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO BE BOUND BY ITS TERMS. YOU BEAR ALL RISK OF DATA LOSS ASSOCIATED WITH IT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT, DO NOT DOWNLOAD OR INSTALL OR USE OUR PRODUCTS OR SERVICES.

This is an End-User License Agreement (the "Agreement") between **Halal Mart** (herein after "licensor/we") and you, as either an individual or as a business entity (herein after "you"), who is being licensed to use any products or services (herein after "Products") sell, advertise or delivered by our company.

By visiting our website and/or purchasing something from us, you become a user of the website and engage in our "Services". Such engagement will consecutively mean the user agreeing to be bound by the following terms and conditions (also referred to as "Terms of Service", "Terms of use" or "Terms"), including those additional terms & conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the website including, but not limited to, users who are browsers, vendors, customers, merchants, affiliations, and or contributors of content.

Please read this Terms of Service carefully before accessing or using our website or our services. By accessing or using any part of the website, you agree to be legally bound by these Terms of Service. If you do not agree to all the Terms of this agreement, then you may not access the website or use any of the services.

Any new addition of features, services or tools shall also be deemed to be subject to the Terms of Service in force. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms & Conditions by posting updates and/or changes to our website. Therefore, in order to stay updated on the Terms, please check this page periodically for changes. Your continued use of, or access to the website, following the posting of any changes constitutes acceptance of those changes.

### **SECTION 1 – GENERAL CONDITIONS**

By agreeing to these Terms of Service, you represent that you are at the age of majority in your present State or Province of residence, or that you have given us your consent to allow any of your minor dependents to use this website where you are the age of majority in your State or Province of residence.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services.

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and may involve the following:

- (a) transmissions over various networks; and
- (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service on the website through which the service is provided, without express written permission by us.

## **SECTION 2 – AVAILABILITY AND PRICING**

Availability and pricing of all items are subject to availability. **Halal Mart** will inform you as soon as possible if the product(s) and services you have ordered are not available. If not, then Customer Care will offer similar alternatives or refunds if paid in advance.

As part of visiting and/or purchasing anything from **Halal Mart** , you warrant to agree to understand that due to the nature of the business, availability may change even after an order has been placed. In an event where the product is no longer available, Customer Care will offer alternatives or the option to cancel your order wholly.

All prices are subject to change without notification, and while every effort is made to ensure the accuracy of the prices displayed on **Halal Mart** , they are not guaranteed to be accurate. If any price is different from that displayed, we will inform you before dispatching the order and you will have the option of continuing with the order or not.

We reserve the right at any time to modify or discontinue any Service (or any part or content thereof) without notice at any time. We shall not be liable to any customer or to any third party for any modification, price change, suspension or discontinuance of the Service.

## **SECTION 3 – PRODUCTS**

Products are available exclusively online through concerns websites of **Halal Mart** . These products or services may have limited quantities and are subject to return or exchange only according to our Return and Replacement Policy.

**Halal Mart** has made every reasonable effort to be as accurate as possible in displaying the product in its original colour and accurate size. However, due to your device's display settings, technical issues, and differences in display, variations may come to the product's colour or size. Hence, **Halal Mart** cannot guarantee that the physical product will look exactly like the display image. If a product from **Halal Mart** is not as described, your sole remedy is to return it unused by fulfilling all the conditions as per our Return and Replacement Policy.

We reserve the right but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer, at any time. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time.

## **SECTION 4 – ACCURACY OF BILLING AND ACCOUNT INFORMATION**

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person or per order. These restrictions may include orders placed by

or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting through the phone number or e-mail provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

As a visitor or a customer, you agree to provide current, complete and accurate account information for all purchases made at our store. You also agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

Each user accounts must be created under one distinctive registered Cell Phone number, and email address of the user. Multiple accounts cannot be created under the same information as mentioned. In such an event the user cannot avail more than once any of the offers, deals, discount coupons, or Gift Coupons during campaigns or other occasional sales.

#### **SECTION 5 – DISCOUNTS & ALLOWANCES**

Discounts and allowances (coupon code, promo code, occasional offers or sign-up offer, etc.) are reductions of the basic price of products or services. The value of the discount coupon or gift card will not be refunded on returns or exchanges after using it for a successful order from **Halal Mart** . Users having multiple accounts under the same Cell Phone number, or email address cannot avail of the discounts or offers more than once, as is the policy. Promotional SMS may only contain the main content of the offer but terms and conditions are mentioned on the website. **Halal Mart** holds the right to change/revise/modify any Discount offers OR Promotional Allowances without prior notice. The customer is entitled to comply accordingly.

#### **SECTION 6 – THIRD-PARTY LINKS**

Certain content, products, and services available via our Service may include wholly or partly, materials from third parties only for the purpose of providing you with better service.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are neither responsible for examining or evaluating the content or accuracy nor do we warrant any liability for third-party materials, website content, services or any other materials from third parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Any complaints, claims, concerns, or questions regarding third-party products or services should be directed to the third party.

#### **SECTION 7 – PERSONAL INFORMATION**

Your submission of personal information through the store is governed by our Privacy Policy. Visit our website to learn more about our Privacy Policy.

#### **SECTION 8 – ERRORS, INACCURACIES, AND OMISSIONS**

Accidentally, there may be information on our website or some Services containing typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges and availability. We reserve the right to correct any errors, inaccuracies or

omissions, and to change or update information or cancel orders if any information, on our or on any related website, is inaccurate at any time without prior knowledge (including after you have submitted your order or concern).

We undertake no obligation to update, amend or clarify information on our or on any related website, including without limitation, pricing information, except as required by law.

No specified update or refresh date applied in the Service or, on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

#### **SECTION 9 – ORDER CANCELLATION**

**Halal Mart** promises to deliver quality and authentic products to its customers. Therefore, **Halal Mart** always runs Quality Control checks after receiving the ordered product from the authorized vendors. **Halal Mart** reserves all rights to cancel any order of the customer after finding any quality issue from Quality Control checks of the ordered product, as we aim to give our customers the best online shopping experience.

**Halal Mart** also reserves all rights to cancel any order if the ordered product is unavailable or if it is out-of-stock. Product unavailability cannot be predetermined or predicted by the website, whether it is due to unavoidable inventory management issues, website management issues, vendor stock update issues or any other unpredictable reason.

#### **SECTION 10 – PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the website or its contents:

- (a) for any unlawful purpose;
- (b) to solicit others to perform or participate in any unlawful acts;
- (c) to violate any international, federal, provincial or national regulations, rules, laws, or local ordinances;
- (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- (f) to submit false or misleading information;
- (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet;
- (h) to collect or track the personal information of others;
- (i) to spam, phish, pharm, pretext, spider crawl, or scrape;
- (j) for any obscene or immoral purpose; or
- (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet.

We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## **SECTION 11 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be free from error obtained from the use of the service will be accurate or reliable. User must understand that, from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without prior notice to you, under different circumstances.

You expressly agree that your use of, or inability to use the service is solely your risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall **Halal Mart**, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, vendors, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation, lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

It must also be stated that most of **Halal Mart** products carry a Warranty, the user can avail of the warranty directly at any branch or Servicing Point or through **Halal Mart** as well.

However, any use of the product that results in any injury, loss, or damage whether direct or indirect, will not make **Halal Mart** liable for providing servicing facilities provided that, such direct or indirect use and the results thereof, is not covered nor supported by the provisions under the products accompanying Warranty.

## **SECTION 12 – INDEMNIFICATION**

As a user of the website and the services therein, you agree to indemnify, defend and hold **Halal Mart** harmless and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, vendors, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms of Service or any documents they incorporate by reference or your violation of any law or the rights of a third-party.

## **SECTION 13 – SEVERABILITY**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

#### **SECTION 14 – TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If, in our sole judgment, you fail or we suspect that you have failed to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof as may be deemed fit).

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

#### **SECTION 15 – GOVERNING LAW**

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed and interpreted in accordance with the applicable laws governing eCommerce in Bangladesh. Any and all actionable legal claims or proceedings arising out of, or in connection to this website, must be brought within the jurisdiction of a competent Court in Bangladesh.

#### **SECTION 16 – CHANGES TO TERMS OF SERVICE**

You can review the most current version of the Terms of Service at any time on this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.