

## TERMS AND CONDITIONS

Welcome to [www.nutrired.com](http://www.nutrired.com), a website provided and owned by Confiado Pharmaceuticals Pvt Ltd – A Global Nutraceutical Company. Confiado Pharmaceuticals Pvt Ltd is a company incorporated under the laws of India and having its registered office at No.30, 10th Main, Ashoka Pillar road, 2nd block, Jayanagar, Bengaluru, Karnataka – 560011, India. In using the Website and any materials, information, documents, services, videos, advice, and instructions provided on the Website, you are deemed to have accepted the Terms and Conditions of the terms and conditions listed below or as may be revised from time to time at our sole discretion, which is for an indefinite period and you understand and agree that you are bound by such terms in relation to all access to this Website. If you want to ask us anything about these terms & conditions or have any comments or complaints on or about our website, please email us at [confiadopharma@gmail.com](mailto:confiadopharma@gmail.com) or call us on +91 7025 7577 55.

We reserve the right to change these terms & conditions from time to time at our discretion without any obligation to inform you and it is your responsibility to look through them as often as possible so as to be updated at all times in relation to the existing terms and conditions.

### Ownership of rights

All rights, including copyright, in this website are owned by or licensed to Confiado Pharmaceuticals Pvt Ltd. Any use of this website or its contents, including copying or storing it or them in whole or in part, other than for your own personal, non-commercial use is prohibited without the prior written permission of Confiado Pharmaceuticals Pvt Ltd. You may not modify, distribute or re-post something on this website for any purpose.

### Accuracy of content and invitation to offer

To the extent permitted by applicable law, Confiado Pharmaceuticals Pvt Ltd disclaims all warranties, express or implied, as to the accuracy of the information contained in any of the materials on this website. Confiado Pharmaceuticals Pvt Ltd shall not be liable to any person for any direct, indirect or consequential loss or damage which may arise from the use of any of the information contained in any of the materials on this website.

### Eligibility to Use

Use of the Website is available only to persons who are 18 years or above. We reserve the right to terminate your membership and refuse to provide you with access to the website if we discover that you are under the age of 18 years. The website is not available to persons whose membership has been suspended or terminated by us for any reason whatsoever. Unless otherwise specified, the materials on this website are directed solely at those who access this web from India. Those who choose to access

this website from outside India are responsible for compliance with local laws if and to the extent local laws are applicable.

Those who choose to access this website from Indian states which restrict such use are responsible for compliance with local laws if and to the extent local state laws are applicable.

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 provided through this Website, you agree to be bound by these Terms and Conditions.

### Account and Registration Obligations

Your Information is defined as any information you provide to us in the registration process, in the feedback area or through any e-mail feature or a written letter or form mailed or submitted to any of our stores and offices. We will protect your Information in accordance with our Privacy Policy. If you use the Website, you are responsible for maintaining the confidentiality of your password and account and any activities that occur under your account. We shall not be liable to any person for any loss or damage, whether direct, indirect or confidential, 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 or suspect any unauthorized use of your password you should notify us by contacting us immediately through the address provided in the beginning of this agreement. If we have reason to believe that there is likely to be a breach of security or misuse of the Website, we may require you to change your password or we may suspend your account without any liability to us, for such period of time as we deem appropriate in the circumstances.

We do not want to receive confidential, proprietary or trade secret information through this Website (excluding information related to any order you submit). Please note that any information, materials, suggestions, ideas or comments sent to us will be deemed non-confidential. By submitting any such information, you are granting us an unconditional, irrevocable and unrestricted license to use, modify, reproduce, transmit, display and distribute such materials, information, suggestions, ideas or comments for any purpose whatsoever. However, we will not use your name in connection with any such materials, information, suggestions, and ideas or comments unless we first obtain your permission or otherwise are required by law to do so.

You also agree and confirm:

To provide true, accurate, current and complete information about you as prompted by any registration form or guest details form required to be filled up on the Website (such information being the "Registration Data").

To maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, incomplete, or not current or if we have reasonable grounds to suspect that such information is untrue, inaccurate, and not current or not in accordance with these terms and conditions, we have the right, exercisable at our discretion, to indefinitely suspend or terminate your membership and refuse to provide you with access to the Website.

That you will use the services provided by the Website for lawful purposes only and comply with all applicable laws and regulations while using the Website and transacting on the Website.

You will provide authentic and true information in all instances where such information is requested of you. We reserve 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), we have the right in our sole discretion to reject the registration and debar you from using the services on the Website and/or other affiliated websites without any prior intimation whatsoever.

That you are accessing the services available on this Website using your best and prudent judgment before entering into any transaction through this Website.

#### Usage Restrictions

You shall not use the Website for any of the following purposes:

- Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material.
- Transmitting material that encourages conduct that constitutes a criminal offence that results in a civil liability or otherwise breaches any relevant laws, regulations or code of practice.
- Gaining unauthorized access to other computer systems.
- Interfering with any other person's use or enjoyment of the Website.
- Breaching any applicable laws.
- Interfering with or disrupting networks or websites connected to the Website.
- Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.

#### Electronic Communications

When you visit the Website or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on the Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## Reviews, Feedback, Submissions

All reviews, comments, feedback, postcards, suggestions, ideas, and other submissions disclosed, submitted or offered to us on or by this Website or otherwise disclosed, submitted or offered in connection with your use of this Website (collectively, the "Comments") shall be and remain our sole property. Such disclosure, submission or offer of any Comments shall constitute an assignment to us of all worldwide rights, titles and interests in all copyrights and other intellectual properties in the Comments. Thus, we own exclusively all such rights, titles and interests and shall not be limited in any way in its use, commercial or otherwise, of any Comments. We 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. We 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 Website 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 Website will be or contain libellous 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'. In the event that we suffer any damage, loss, claim, or liability as a result of any breach of any third-party intellectual property by you, you shall forthwith indemnify any such damage, claim, loss, liability or claim.

We do not regularly review posted Comments, but reserve the right (but not the obligation) to monitor and edit or remove any Comments submitted to the Website. You grant us 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 us and our affiliates for all claims resulting from any Comments you submit. We take no responsibility and assume no liability for any Comments submitted by you or any third party.

## Copyright & Trademark

We and our suppliers and licensors expressly reserve 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 any license to the Website or to any third party's intellectual property rights. All rights, including copyright, in this website are owned by or licensed to us. Any use of this website or its contents, including copying or storing it or

them in whole or part, other than for your own personal, non-commercial use is prohibited without our permission. You may not modify, distribute or re-post anything on this website for any purpose.

The names and logos and all related product and service names, design marks and slogans are the trademarks or service marks of Confiado Pharmaceuticals Pvt Ltd. All other marks are the property of their respective companies. No trademark or service mark license is granted in connection with the materials contained on this Website. Access to this Website does not authorize anyone to use any name, logo or mark in any manner.

References on this Website to any names, marks, products or services of third parties or hypertext links to third party websites or information are provided solely as a convenience to you and do not in any way constitute or imply our endorsement, sponsorship or recommendation of the third party, information, product or service.

We are not responsible for the content of any third-party websites and do not make any representations regarding the content or accuracy of material on such websites. If you decide to link to any such third-party websites, you do so entirely at your own risk.

All materials, including images, text, illustrations, designs, icons, photographs, programs, music clips or downloads, video clips and written and other materials that are part of this Website (collectively, the 'Contents') are intended solely for personal, non-commercial use. You may download or copy the Contents and other downloadable materials displayed on the Website for your personal use only. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Contents, the Website or any related software. All software used on this Website is our property or those of its suppliers and protected by Indian and international copyright laws. The Contents and software on this Website may be used only as a shopping resource. Any other use, including the reproduction, modification, distribution, transmission, republication, display, or performance, of the Contents on this Website is strictly prohibited. Unless otherwise noted, all Contents are copyrights, trademarks, trade dress and/or other intellectual property owned, controlled or licensed by us or by third parties who have licensed their materials to us and are protected by Indian and international copyright laws. The compilation (meaning the collection, arrangement, and assembly) of all Contents on this Website is our exclusive property and is also protected by Indian and international copyright laws.

Nothing in this website shall mean or imply that any intellectual property belonging to us shall stand transferred or conveyed to you in any manner or to any extent whatsoever, and all right, title and interest in and to any such intellectual property.

## Objectionable Material

You understand that by using this Website or any services provided on the Website, 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 Website and any service at your sole risk and that to the fullest extent permitted under applicable law, we 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 Confiado Pharmaceuticals Pvt Ltd, 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 us or any third party, including but not limited to breach of any warranties, representations or undertakings or in relation to the non-fulfilment of any of your obligations under this Terms of Use or arising out of your violation of any applicable laws and 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 Terms of Use in perpetuity.

## Termination

This Terms of Use is effective unless and until terminated by either you or Confiado pharmaceuticals Pvt Ltd. You may terminate this Terms of Use at any time by informing us in writing through the Indian postal system by registered post that you no longer wish to be associated with this website, provided that you discontinue any further use of this Website completely.

We may terminate this Terms of Use at any time and may do so immediately without notice, and accordingly deny you access to the Website, at our sole discretion. Such termination will be without any liability to us. Upon any termination of the Terms of Use by either you or us, you must promptly destroy all materials downloaded or otherwise obtained from this Website, as well as all copies of such materials, whether made under the Terms of Use or otherwise. Our right to any Comments shall survive any termination of this Terms of Use.