



## **General Policy for PE Online Hyper Market:**

### **I. End User Terms & Conditions:**

***This online hypermarket is operated by Planet Enterprises accessible at Google Play Store or IOS Apps Store or Website builded by Appypie & Wix. Please read these terms and conditions carefully before placing an order for any products. You are agreeing to be bound by the following terms and conditions. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website or use any services.***

***You have read and agree to the Privacy Policy and Returns Policy available here.***

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 of Service by posting updates and/or changes to our website. It is your responsibility to 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

Our Online Hypermarket application is hosted on [www.snappy.appypie.com](http://www.snappy.appypie.com) and website is hosted on [www.Wix.com](http://www.Wix.com). They provide us with the online e-commerce design platform that allows us to sell our products and services to you. We reserve the right to terminate your use of the Service or any related website or taking suitable legal action against you for violating this Terms of Service.

#### **1. Account Terms**

1. By agreeing to these Terms of Service, you represent that you are at least the age of 18 years or the age of majority in your state or province or country of residence, or that you are of the age of majority in your state or province or country of residence and you have given us your consent to allow any of your minor dependents to use this site.

2. The website requires you to register as a user by creating an account so that you purchase products listed. You solemnly agree to provide true and accurate information about yourself during the registration process ("My Account") at the website. If we have reasonable grounds to believe that the information provided by you is untrue or inaccurate, we reserve the right to suspend or terminate your account and refuse you any and all current use or future use of the website (or any portion thereof).

3. We reserve the right to refuse Service, terminate your account, or remove or edit contents at our sole discretion without assigning any reason whatsoever.

4. You also take full responsibility for any and all transactions emanating through your account. As such, you should ensure full confidentiality of your account details, and should you become aware of any unauthorized use of your account, you must inform us immediately of the same. Further, you must always exit at the end of each session so that another user may not use your account.

5. We will not be liable for any loss or damage arising to you from your failure to ensure confidentiality of your account details or use by anyone of your account.

6. However, you may be held responsible and liable should losses or damages occur to Us due to your failure to comply with the "user" obligations as mentioned in this Terms of Service.

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7. The website or application also allows limited access to unregistered users who however have to register once they intend to purchase a product. Use of another registered user's account information for availing the services provided by the website or application is prohibited.

8. You agree to ensure that your account information is always up to date.

9. 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).

10. A breach or violation of any of the Terms herein will result in the immediate termination of our Service to you, and possible legal action under the prevailing laws.

11. You agree that you are solely responsible for your account and your conduct with regard to the access and usage of the website and related servers and systems including but not limited to any loss or damage which We or our affiliates may suffer as a consequence of your actions which contravene any terms of this agreement or Indian or international laws.

## 2. User Obligations

The website or application operation is governed by the Government of India IT Act of 2000 and other relevant revisions and amendments and other acts and laws that are promulgated by the Indian Government from time to time. As such, anything contained herein is superseded by any such Government laws, if anything contained herein is contrary to the same.

In addition to other prohibitions as set forth elsewhere in this Terms of Service, you are prohibited from using the website / application or its content:

- 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 state regulations, rules, laws, or local ordinances;
- d. to infringe upon or violate our intellectual property rights or the intellectual property rights of others including suppliers, Shopify, etc.;
- 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 worms, 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;
- k. to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet.
- l. to engage in any activity that will interfere or disrupt user access or user transaction on the website.
- m. to attempt to gain unauthorized access to any portion or feature or data available on the website and related servers or any other systems or networks connected to the website or any of

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the services offered on or through the website by hacking or using any other illegal or illegitimate means.

n. to access or attempt to access the website through any other means and technologies other than what has been provided by Us. You also agree not to copy, reproduce, deface or alter any content available on the website.

o. to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these terms.

### **3. Product Information & Orders**

1. Your order is an offer to us to buy the product(s) in your order. When you place an order to purchase a product from us, you will receive an e-mail confirming receipt of your order and containing the details of your order (the "Order Confirmation E-mail"). The Order Confirmation E-mail is acknowledgement that we have received your order, and does not confirm acceptance of your offer to buy the product(s) ordered.

2. You confirm that the product(s) ordered by you are purchased for your internal / personal purpose and not for re-sale. You authorize us to declare and provide declaration to any governmental authority on your behalf stating the aforesaid purpose of the products ordered by you on the website.

3. We have made every effort to display as accurately as possible the colors and images of our products that appear at the website. We however, cannot guarantee that your computer monitor's display of any color will be accurate.

4. Most products displayed are limited in quantities and as such, we cannot guarantee that we can provide you with an identical product should the one displayed on the website be sold out.

5. We reserve the right, but are not obligated, to limit the sales of our products or Service to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis.

6. We reserve the right to limit the quantities of any products or services that we offer.

7. We may, at our sole discretion, limit or cancel quantities purchased per person, per household 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 the e-mail and/or billing address/phone number 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.

8. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

9. We reserve the right to change the pricing of any product at any time without assigning any reason and without any prior notice

10. We reserve the right to refuse or cancel any order without assigning any reason. However, some of the reasons why we could refuse or cancel orders include but is not limited to:

a. Shortage/non availability of the product.



- b. Inaccuracies or errors in product pricing information displayed at the site.
- c. Product defects observed prior to dispatch.
- d. Inability of supplier to supply.
- e. Any quality related issues.
- f. If we feel that the customer is committing any sort of fraud.
- g. If your order was cancelled by us after your credit card has been charged, the applicable amount shall be credited back by us via Net Banking, as a reversal on your credit card account, or by any means that we deem to be convenient.
- h. All types and descriptions of products or product pricing are subject to change at any time without notice at our sole discretion.
- i. All products sold at the website or application are subject to return, exchange and cancellation according to our Return, Exchange and Cancellation Policy available at the website or application and this is read and accepted by you.
- j. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you from our website or application will meet your expectations, or that any errors in the Service will be corrected.

#### **4. Taxes**

You shall be responsible for payment of all fees/costs/charges associated with the purchase of products from us and you agree to bear any and all applicable taxes/VAT/GST, cesses etc. levied thereon.

#### **5. Communication**

When you send emails to us, you are communicating with us electronically. You will be required to provide a valid phone number & address while placing an order with us. We may communicate with you by email, SMS, phone call or by posting notices on the website or by any other mode of communication. For contractual purposes, you consent to receive communications including WhatsApp, SMS, e-mails or phone calls from us with respect to your order.

#### **6. Copyrights and Trademarks**

- 1. The site contains trademarks, marks, and copyrighted proprietary information/material including text, photographs, logos, software, videos, sound, graphics, music and company information owned by us, our suppliers, our partners and/or other third parties.
- 2. You are prohibited from using any marks and any information/material provided on the website for any purpose whatsoever without written permission from us, suppliers, partners or third parties as applicable who may own the marks or proprietary information.
- 3. You are prohibited from copying, modifying, distributing, publishing, selling, licensing, redistribution, retransmission, creating derivative work or using any content available at the site for private, commercial purposes or public purposes. You must implement the relevant Indian and international laws on copyright and trademarks as applicable.

#### **7. Indemnification & Limitation of Liability**

- 1. In no case shall we, our directors, officers, employees, affiliates, agents, partners, contractors, interns, suppliers, 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

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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.

2. Notwithstanding anything to the contrary, our entire liability to you under this Terms of Service shall be the refund of the moneys charged from you under which the unlikely liability arises.

3. You agree to indemnify, defend and hold harmless us and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, 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 the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

4. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

## **8. Termination**

1. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

2. 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.

3. 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).

## **9. Entire Agreement**

1. 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

2. 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).

3. Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

## **10. Governing Law**

These Terms of Service and other policies and any other separate agreements whereby we provide you shall be governed by and construed in accordance with the laws of India with exclusive jurisdiction to the courts of .

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#### **11. Waiver**

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

#### **12. Miscellaneous**

We shall not entertain any complaints beyond 7 days of the order being delivered, including the delivery date.



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Contact us at: planetenterprises15@gmail.com OR

## **II. Privacy Policy:**

By using the services on this website or Online Hypermarket store application, which includes various products and services that you may view and/or purchase, you as the user of the Services are agreeing to be bound by the following privacy policy. The Privacy Policy governs the collection, use and protection of your personal information on the Store.

You have also read and agree to the Terms of Use, Refund Policy on the Website. If we add any new features or tools to our Services, they will also be subject to this policy.

### **1. Information we collect about you**

1. We collect your personal information as shared by you to facilitate sign up, create your profile and enable you to purchase our products.
2. Personal Information means and includes all information that can be linked to a specific individual or to identify any individual, such as name, address, mailing address, telephone number, e-mail address, and any and all details that you provide while on the Store
3. We collect Personal Information that you share with us while browsing, shopping or during checkout and payment on the Store. We use this information to provide you with our Services and so that you can process orders and better serve you.

### **2. How this information is used**

We use Personal Information you provide to:

1. Provide important communications and notices
2. Resolving queries & complaints
3. We will also use Personal Information in other cases where you have given us your express permission.
4. To comply with legal matters, we might share Private Information as required by law or if you violate our Terms of Service
5. Sharing relevant information with partners and third party-sites
6. Provide you Service(s) and/or promotional communications through email, SMS and other forms of communication

Please note that we do not sell, rent, or otherwise provide Personal Information to third parties without your consent except where it is necessary to carry out your instructions (to process your payment information, for example).

### **3. Hosting on Appypie.com & Wix.com**

1. Our Store mobile application is created and hosted on [www.snappy.appypie.com](http://www.snappy.appypie.com) and website is created & hosted on [www.Wix.com](http://www.Wix.com) . They provide us with a DIY online e-commerce platform to enable us to sell our products and services to you.
2. Your data is stored on Appypie.com & Wix.com servers. They store your data in a secure manner using industry-leading security mechanisms.
3. By using the services of the Store, you agree to the Terms of Use and Privacy Policy on Appypie.com.

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#### **4. Consent**

1. By using this site, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

2. **Overall:** You consent that the information you provide us, about yourself or your business, is 'authorized' and voluntary on your part. Your information may be required to complete a transaction, verify your credit card, place an order, arrange for a delivery or return a purchase

3. **Marketing:** If we ask for your personal information for a secondary reason, like marketing, we will either ask you directly for your expressed consent, or provide you with an opportunity to say no. If after you opt-in, you change your mind, you may withdraw your consent for us to contact you, for the continued collection, use or disclosure of your information, at anytime, by contacting us at contact details mentioned in this Privacy Policy

#### **5. Third Party Links & Redirections**

1. Our Store may contain links from and to other websites. Please note that when you click on one of these links, you may be entering another website for which our Store has no responsibility. We encourage you to read the privacy statements of all such sites as their policies may be materially different from this Privacy Policy.

2. Of course, you are solely responsible for maintaining the secrecy of your passwords, and your log in account information. Please be very careful, responsible, and alert with this information, especially whenever you are online.

#### **6. Third Party Services**

1. In general, the third-party providers that we use will only collect, use and disclose your information to the extent necessary for them to render the services they provide to us.

2. However, in certain cases, third-party service providers such as payment gateways, have their own privacy policies pertaining to the information that we are required to provide to them for your purchase-related transactions. For these providers, we recommend that you read their privacy policies so that you can understand the how your personal information will be handled by these providers.

3. Once you leave our Store's website/application or are redirected to a third-party website or application, you are no longer governed by this Privacy Policy or our website's Terms of Service.

#### **7. Payments**

1. Payments take place via online Net banking/credit card /debit card payments via third party service providers, via Cash on Delivery via logistics company or by a means communicated to you prior to purchase

2. Payments via payment gateways are encrypted through the Payment Card Industry Data Security Standard (PCI-DSS). Your purchase transaction data is stored only as long as is necessary to complete your purchase transaction. After that is complete, your purchase transaction information is deleted.

3. All direct payment gateways adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover.





## **8. Legal Obligations & Compliance**

1. We may preserve or disclose your information if we believe that it is reasonably necessary to comply with a law, regulation or legal request; to protect the safety of any person; to address fraud, security or technical issues; or to protect the Store or any or all of its affiliates, associates, employees, directors or officer's rights or property.
2. However, nothing in this Privacy Policy is intended to limit any legal defenses or objections that we may have to a third party, including a government's, request to disclose your information.

## **9. Information Security**

1. Personal Information you provide will be secured in accordance with industry standards and technology. Since the Internet is not a 100% secure environment, we cannot ensure or warrant the security of any information you transmit to us.
2. There is no guarantee that information may not be accessed, copied, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards.
3. You are responsible for exercising caution while managing your signin/access credentials (including the single sign-on access), maintaining the secrecy of your unique password and Account information, and for controlling access to your email communications at all times.

## **10. Modifications to the Privacy Policy**

1. We review our Privacy Policy from time to time, and we may make periodic changes to the policy in connection with that review. Therefore, you may wish to bookmark this page and/or periodically review this page to make sure you have the latest version.
2. Notice of all changes that materially affect ways in which your Personal Information may be used or shared will be posted in updates to our Privacy Policy. These changes will be enforced once posted on the Store. If you do not agree to the revised terms you may request to close your Account on the Store

## **11. Modifications to the Privacy Policy**

If you have questions or comments please send them to us here or contact us at contact details mentioned in this Privacy Policy



Contact us at planetenterprises15@gmail.com OR

### **III. Shipping & Delivery Policy:**

Any shipping and delivery matters are governed by this policy.

#### **1. Delivery charges**

a. You will be shown the delivery charges due for each order prior to making a payment. We work with logistics providers to provide you with the best possible rates, where applicable.

b. Planet Enterprises will bare the most amount of shipping charges from logistics providers rates. And, Customer will pay the minimum shipping charges in our Online Hypermarket (as per shown the delivery charges for each order)

c. Shipping charges to customer, shall be charged as per total cart value of each order. Shall be charged as slab rates according to each final order value.

Final Cart Value	Shipping Cost by Customer
Rs. 100 to Rs. 500	₹ 60.00
Rs. 501 to Rs. 1,000	₹ 55.00
Rs. 1,001 to Rs. 2,000	₹ 50.00
Rs. 2,001 to Rs. 3,000	₹ 45.00
Rs. 3,001 to Rs. 4,000	₹ 40.00
Rs. 4,001 to Rs. 5,000	₹ 35.00
Rs. 5,001 to Rs. 7,500	₹ 25.00
Rs. 7,501 to 10,000	₹ 20.00
Above Rs. 10,001	FREE

#### **2. Dispatch time**

Please allow 2-5 working days post your placement of order for the shipment to be dispatched.

#### **3. Delivery time**

The delivery time is approximately 5 working days for domestic shipments from the date of shipment within India. Deliveries will be made to the address provided by you at the time of the order.

Though we endeavour to ensure that the shipment reaches you in time, there may be delays due to unforeseen circumstances.

#### **4. Damaged / Defective goods**

If the goods you receive are damaged or defective or not matching your order, you will be required to intimate us about such cases within 24 hours of delivery. Please refer to our Returns & Exchange policy for more details.

#### **5. Product Returns**

The shipping costs incurred for the return of any item(s) will be borne you. Please refer to our Returns & Exchange policy for more details.

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#### **IV. Returns, Refunds, Cancellation & Exchange Policy:**

Any cancellations, returns or exchange are governed by this policy.

Unfortunately, currently we do not entertain any claims of returns or exchange.

##### **1. Cancellations**

An order once placed and confirmed cannot be cancelled. However, you may contact us on the store contact details for cancellation requests. Cancellation in such cases will be done at our sole discretion (before shipment).

##### **2. Refunds**

If approved, then the refund will be processed a credit will automatically be applied to your credit card or original method of payment, within 15 days.

In case of any delays or assistance, please contact us.

##### **3. Return or Exchange**

Our Online Hypermarket allowed the return or exchange with in 2 days, after the date of delivery (which is customer purchased from our Online store) with certain condition.

However, you may contact us on the store contact details for return or exchange requests. Return or Exchange in such cases will be done at our sole discretion with consideration of customer request.

#### **V. Contact Us:**

If you have any question or clarification regarding this policy or about privacy practices, Please contact Planet Enterprises via

email: [planetenterprises15@gmail.com](mailto:planetenterprises15@gmail.com) , WhatsApp: [+91-9043426746](https://wa.me/919043426746) or write to us

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