



Terms of Use

Thank you for visiting www.astaberry.com, an Online Store for Skin Care, Personal Care and Cosmetics in India.

Your visit to this website is subject to the following Terms and Conditions and our Privacy Policy available here in this website. **By accessing or using the Site, you are acknowledging that you have read, understand, and agree, without limitation or qualification, to be bound by these Terms and Conditions.**

This website www.astaberry.com is operated by Astaberry Biosciences (I) Pvt. Ltd. (Hereafter referred to as ABIPL), an India based company incorporated under the Indian Companies Act of 1956. The brand 'Astaberry', 'Bhimsaini' and 'Nutrispa' belong to the ABIPL and is being used on this site under a specific agreement. The policy is issued by ABIPL. By placing an order on this site you are entering into a purchase/sale transaction solely with ABIPL. This applies to all cases where the payment is made by all modes i.e. all credit card, bank card, debit card, cheque, bank transfer and other payments are to be made to ABIPL.

Accuracy of Information

We attempt to be as accurate as possible when describing our products on the Site; however, to the extent permitted by applicable law, we do not warrant that the product descriptions, colors, information or other content available on the Site are accurate, complete, reliable, current, or error-free.

Intellectual Property

All information and content available on the Site and its "look and feel", including but not limited to trademarks, logos, service marks, text, graphics, logos, button icons, images, audio clips, data compilations and software, and the compilation and organization thereof (collectively, the "Content") is the property of ABIPL, our affiliates, partners or licensors, and is protected by India and international laws governing all applicable forms of intellectual property. Except as set forth in the limited licenses, or as required under applicable law, neither the Content nor any portion of the Site may be used, reproduced, duplicated, copied, sold, resold, accessed, modified, or otherwise exploited, in whole or in part, for any purpose without our express, prior written consent.

Limited Licenses

We grant you a limited, revocable, and non-exclusive license to access and make personal use of the Site. This limited license does not include the right to: (a) frame or utilize framing techniques to enclose the Site or any portion thereof; (b) republish, redistribute, transmit, sell, license or download the Site or any and/or all Content (except caching or as necessary to view the Site); (c) make any use of the Site or any and/or all Content other than personal use; (d) modify, reverse engineer or create any derivative works based upon either the Site or any and/or all Content; (e) collect account information for the benefit of yourself or another party; (f) use any meta tags or any other "hidden text" utilizing any and/or all Content; or (g) use software robots, spiders, crawlers, or similar data gathering and extraction tools, or take any other action that may impose an unreasonable burden or load on our infrastructure. You must retain, without modification, all proprietary notices on the Site or affixed to or contained in the Site.

We also grant you a limited, revocable, and nonexclusive license to create a hyperlink to the home page of the Site for personal, non-commercial use only. A website that links to the Site (i) may link to, but not replicate, any and/or all of our Content; (ii) may not imply that we are endorsing such website or its services or products; (iii) may not misrepresent its relationship with us; (iv) may not contain content that could be construed as distasteful, obscene, offensive controversial or illegal or inappropriate for any ages; (v) may not portray us or our products or services, in a false, misleading, derogatory, or otherwise offensive or objectionable manner, or associate us with undesirable products, services, or opinions; and (vi) may not link to any page of the Site other than the home page. We may, in our sole discretion, request that you remove any link to the Site, and upon receipt of such request, you shall immediately remove such link and cease any linking unless separately and expressly authorized in writing by us to resume linking.

Any unauthorized use by you of the Site or any and/or all of our Content automatically terminates the limited licenses set forth in this Section 5 without prejudice to any other remedy provided by applicable law or these Terms and Conditions.

Account & Registration Obligations

All shoppers have to register and login for placing orders on the Site. You have to keep your account and registration details current and correct for communications related to your purchases from the site.

Your Obligations and Responsibilities

In the access or use of the Site, you shall comply with these Terms and Conditions and the special warnings or instructions for access or use posted on the Site. You shall act always in accordance with the law, custom and in good faith. You may not make any change or alteration to the Site or any Content or services that may appear on this Site and may not impair in any way the integrity or operation of the Site. Without limiting the generality of any other provision of these Terms and Conditions, if you default negligently or willfully in any of the obligations set forth in these Terms and Conditions, you shall be liable for all the losses and damages that this may cause to ABIPL, our affiliates, partners or licensors.

Placing An Order

To place an order you will need to complete the transaction on the website. This may or may not be assisted with a phone call with the customer service representative. By placing an order on the site, you are agreeing to the terms and conditions and payment policy published in the appropriate section of the website or affiliated websites where specifically referred to such affiliated websites

After you have made your selection and added products to your shopping cart, you will need to proceed to the checkout section.

In this section you will be asked for address and other contact information as well as payment related information

Once the payment transaction has been successfully completed, your order will be processed on receipt of the funds from the bank or Credit Card Company. It is at this stage that the sale is said to be complete. Thereafter your products will be shipped based on product availability and completion of logistics operations related to the same.

Payment Options

The following modes of payments are available via Razorpay gateway

Domestic and international credit cards issued by banks and institutions that are part of the Visa & Mastercard Network.

Netbanking/Direct Debit payments from select banks in India.

Further Cash on Delivery of Option is also available. This option can be withdrawn at any time without prior notice.

A full list is available at the time of Check Out and prior to making payments for purchases

Product Pricing

Product prices listed on the website are current. While every care has been taken to label the products accurately, errors in data entry and updation may occur. We reserve the right to cancel the order incase a transaction has been made where the price indicated was not the correct price. In the rare event that happens, we will give a full refund of all money received from the customer.

Prices are subject to change without advance notice.

All prices on this web site in Indian Rupees. For international cards used on the site, the banks applicable exchange rate and charges will apply. We have no jurisdiction on this and

any disputes or queries on exchange rates and bank charges need to be directed to the bank or institution that issued your card or payment instrument

All orders are acknowledged at current pricing. We will bill at price in effect at the time of receipt of money and raising of an invoice.

Our products are liable for GST in India which is included in the product price as displayed on the website.

Security & Privacy

Transactions on the website are protected by SSL (Secure Sockets Layer) and Secure Data Encryption. Any information you enter when transacting with the webstore is sent in a Secure Socket Layer (SSL) session and is encrypted to protect you against unintentional disclosure to third parties. This is an assurance that it follows the best security practices adopted by major online vendors where all payments are processed in real-time for your security and immediate peace of mind.

Credit card and Debit card information is not stored by us and is not taken by us. This information is taken directly by the payment gateway provided who is authorised and is compliant with the regulations and requirements of various banks and institutions and payment franchisees that it is associated with.

Kindly read our [Privacy Policy](#) for full Details

Governing Law and Jurisdiction

This User Agreement shall be construed in accordance with the applicable laws of India. The Courts at New Delhi shall have exclusive jurisdiction in any proceedings arising out of this agreement. Any dispute or difference either in interpretation or otherwise, of any terms of this User Agreement between the parties hereto, the same shall be referred to an independent arbitrator who will be appointed by Astaberry Biosciences (I) Pvt. Ltd. and his decision shall be final and binding on the parties hereto. The above arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held in New Delhi. The High Court of judicature at New Delhi alone shall have the jurisdiction and the Laws of India shall apply.

Indemnification

You agree to defend, indemnify and hold harmless Astaberry Biosciences (I) 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 Astaberry Biosciences (I) Pvt. Ltd. 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 the 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.

General

You acknowledge and agree that these Terms and Conditions constitute the complete and exclusive agreement between us concerning your use of the Site, and supersede and govern all prior proposals, agreements, or other communications.

We reserve the right, in our sole discretion, to change these Terms and Conditions at any time by posting the changes on the Site and providing notice of such change. Any changes are effective immediately upon posting to the Site and release of notice of such change. Your continued use of the Site thereafter constitutes your agreement to all such changed Terms and Conditions. We may, with or without prior notice, terminate any of the rights granted by these Terms and Conditions. You shall comply immediately with any termination or other notice, including, as applicable, by ceasing all use of the Site.

Nothing contained in these Terms and Conditions shall be construed as creating any agency, partnership, or other form of joint enterprise between us. Our failure to require your performance of any provision hereof shall not affect our full right to require such performance at any time thereafter, nor shall our waiver of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these Terms and Conditions shall be unenforceable or invalid under any applicable law or be so held by any applicable arbitral award or court decision, such unenforceability or invalidity shall not render these Terms and Conditions unenforceable or invalid as a whole but these Terms and Conditions shall be modified, to the extent possible, by the adjudicating entity to most fully reflect the original intent of the parties as reflected in the original provision.