



# Terms & Conditions

## Mobile App (K-LINK INDIA)

K-LINK Healthcare India Private Limited operates in B2B sector and deals with only its authorized and registered distributors through the website and mobile APP. Therefore such authorized and registered Distributors of K-LINK (“Distributors”) alone can purchase K-LINK products through the K-LINK website / Mobile APP, strictly on whole sale cash and carry mode i.e., on advance payment through credit card / debit card / bank transfer of funds (NEFT/RTGS/ etc), UPI payments, etc.

Non-active, suspended or otherwise disqualified Distributors of K-LINK should not purchase K-LINK Products through APP or otherwise.

The following Terms and Conditions together with K-LINK Cancellation Policy, Privacy Policy, Code of Conduct and Disclaimer form an agreement (“Agreement”) regulating our relationship with regard to access to this website / App, use of our online shop and the supply of products ordered via our shop. You are advised to read this carefully and ensure that you are complying with the terms and conditions. You are also advised to regularly check for any amendments or updates to the terms and conditions from time to time. We may add, change, revise or update these terms and conditions from time to time entirely at our own discretion without any prior notification to you. You are responsible for checking these terms and conditions periodically to remain in compliance with these terms. The revised version, if any, will be deemed to be applicable from the first date of publication on this website / App.

If you are not agreeable to any of the terms and conditions of the Agreement, you should not use this website / App. You can use this website / App only if you are agreeable to all the terms and conditions contained in the Agreement, including Disclaimer etc. in their entirety. By undergoing the registration process, either in whole or in part, or by ordering products from our online shopping, you acknowledge that you have fully read, understood and agreed to be bound by these Terms & Conditions and the other documents referred to.

This Agreement shall continue to be in full force and effect for so long as you are using this website / App. This App provides the online shopping platform wherein the users can purchase / buy products listed on online shopping portal pursuant to the terms and conditions set forth here under.

The Agreement between you and K-LINK is subject to the following further terms and conditions:

1. The user certifies that he / she is at least 18 years of age.
2. These terms and conditions supersede all previous representations, understandings, agreements etc. and shall prevail notwithstanding any variance with any other terms of any order submitted or your login through other group or related ID. By using this website & App you agree to be bound by these terms and conditions.
3. All prices, unless indicated otherwise are in Indian Rupees. All prices and availability of products are subject to change without prior notice at the sole discretion of K-LINK.
4. By indicating your acceptance to purchase any product on this App, you are obligated to complete such transactions on making the full payment. Users are prohibited from indicating the acceptance to purchase products where they do not intend to complete such transactions.
5. K-LINK is neither responsible for any non-performance nor make any representation or warranty as to the

attributes (including but not limited to suitability, adequacy, merchantability etc.) of the products proposed or offered to be sold or purchased by the buyer on this App. You are advised to independently verify the suitability etc. of the products that you choose to deal with on the App and use your best and prudent judgement before entering into any transaction through this App. We accept no liability for any errors or omissions, whether on behalf of ourselves or any third parties.

6. Pricing on any products as is reflected on the website/ App may, due to some technical issues, typographical errors or any other reasons, be incorrectly reflected. Any order placed for a product that is listed at an incorrect price may be cancelled at the sole discretion of K-LINK. If the price of a product incorrectly reflected on the App is higher than the correct price, then K-LINK may, in its sole discretion, proceed with the confirmed order at such lower price. The exercise of discretion of K-LINK shall be regardless of whether the order has been confirmed and / or payment levied. In the event the payment has been processed and the order has been subsequently cancelled, the same shall be credited to your account used at the time of making such payment and duly notified through email.
7. In a credit/debit card transaction, you must use your own credit/debit card. K-LINK will not be liable for any credit/debit card fraud. The liability to use a card fraudulently will be on the user and the onus to prove otherwise shall be exclusively on the user. To provide a safe and secure shopping experience, we, having no responsibility or obligation to do so, monitor transactions for fraudulent activity and in the event of detecting any suspicious activity, K-LINK reserves the right to cancel all past, pending and future orders without any liability of whatsoever.
8. In the event that a non-delivery occurs on account of mistake on your part or for reasons attributable to you, all the extra-cost that may be incurred towards re-delivery shall be claimed from you.
9. Shipment / delivery time of order processing starts from 24 hours of the day of receipt of the payment confirmed against the order placed with K-LINK. The shipment / delivery time is only an approximate time mentioned against each product. We shall not be liable for any delay / non-delivery of purchased goods due to any reasons attributable to you, force majeure event including but not limited to flood, war, fire, acts of God or any event beyond the control of K-LINK.
10. The user agrees to purchase the products and avail the services provided in this App by K-LINK, its affiliates, consultants, contracted companies etc., for lawful purposes only.
11. The user agrees to provide authentic and true information. K-LINK reserves the right to confirm and validate the information and other details provided by the user at any point of time. If upon confirmation such user details are found to be false, not to be true (whether wholly or partly), K-LINK shall, in its sole discretion, reject the registration and debar the user from purchasing the products and/ or using the services available on its website and / or other affiliated websites without prior intimation whatsoever.
12. K-LINK will not be responsible for any damage suffered by users from use of the services on this website / App. This without limitation includes loss of revenue / data resulting from delays, non-deliveries, missed deliveries, or service interruptions as may occur for whatsoever reason. This disclaimer of liability also applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence or under any other cause of action.
13. Under all circumstances partial delivery of the products need to be reported within 24 hours of receipt of the product.
14. Delivery of orders would be done address specific and not person / time specific.
15. Title and risk of loss for all products ordered by you shall pass on to you upon K-LINK's shipment to the shipping carrier.
16. K-LINK reserves the right to cancel any order placed using credit card which holds international billing address. Besides, K-LINK also reserves the right to cancel any order placed which is not available, out of stock or in short supply.
17. K-LINK reserves the right to send transactional emails and SMS are related to any order placed by the user and the user agrees that the same will not tantamount to spam. By submitting your mobile number, you

agree to receive calls / SMS's etc. from K-LINK and / or its authorized representative, irrespective of your registration on Do Not Disturb (DND) with your telecom service provider.

18. You agree to receive calls from K-LINK and its agents, merchants, courier partners etc., seeking clarification, information etc. regarding your order and any other related information as and when required and disclaim any liability of K-LINK in this regard.

## Ordering Online:

You can download the K-LINK App in both Android & iOS to shop our products. Once you have decided to purchase the products, register your Distributor ID number / Address / Phone Number and Email Id to activate your account. After successful registration it will take you to the Menu's of Products and Products Details, Price etc. for you to choose and add to the shopping cart which Menu's are user friendly by which you will be able to place the Order of the products. Before placing the order you are advised to check the product description carefully. By placing an order for a product you agree to be bound by the terms and conditions of sale included in the item's description. Currently Agro Products are not allowed for shopping.

K-LINK will attempt to be as accurate as reasonably possible while providing the product description and pricings. However, K-LINK does not warrant that descriptions or other content or prices related to the products or other information and content contained in this APP is accurate, complete, reliable, current or error-free. If a product showcased on this APP is found by you not to be as described, upon receipt of the same in pursuance to placing an order through this APP, your sole remedy is to return it in unused (seal intact) condition to K-LINK. In the event of the payment has been processed for the returned Product, the refund amount shall be credited to your credit / debit card account and the same shall be duly notified by email to your email address provided at the time of registration.

Charges displayed on the APP include only the cost of the product. Shipping charges will be levied / charged extra as applicable.

## Buyers / Users:

The First time purchase needs Data Registration for the Registered Members with K-LINK. You may buy Products offered in App by us by completing the Registration form available on our APP which will generate a Password for online shopping. By using your valid Member ID & Name you can complete the Online registration form, and confirm that all information provided by you is accurate, correct and complete in all respects. The user agrees and undertakes at all times to be responsible for maintaining the confidentiality of the password and user id and shall be fully responsible for all activities that occur by use of such password or user id. Further, the user agrees not to use any other person's id and password for any purpose whatsoever without proper authorization from such party. Users are responsible for the security of user's password and for all transactions undertaken using user's id and password through our service. User also confirms that he / she is the authorized holder of credit / debit card or the original account holder used in the transactions through this APP. K-LINK will not be responsible for any financial loss, inconvenience or mental agony resulting from misuse of user's ID / password / credit or debit card number / account details for using the services of K-LINK.

If you are a Non-Member, You can able to view all the details of the APP except shopping.

You agree to deal with us in good faith and in compliance with all applicable laws. We may cancel orders where we consider that you have not dealt with us in good faith or otherwise breached applicable laws, even if the order has been confirmed. If you are charged for the purchase and we cancel the order, we will notify you and the amount, if any, after deducting the loss, damage, expenses etc, incurred by us due to your acts and deeds from the amount paid by you, will be credited in the same Bank / Credit Card/ Debit Card account from which you had made the Payment.

## Orders:

Users must register in our App in order to make purchases from our online shopping. Minimum Purchase order will be 50 BV or above. All orders shall be pre-approved with an acceptable method of payment as established by K-LINK which may call for and require additional verification or information. If you prefer to cancel your Online order, it should be done within 24 hours through e-mail to: [shop@klinkindia.in](mailto:shop@klinkindia.in) however if K-LINK has already processed the confirmed order then the same shall not be cancelled for any reason whatsoever. Acceptance of Cancellation of Online orders beyond 24 Hours and the orders which have already been processed are in our sole discretion.

## Payment:

In order to facilitate payments for products purchased by you through this App, K-LINK offers an online payment gateway facility, CC Avenue / Razor payment method that will facilitate you to make payments in respect thereof using net banking, credit / debit card account, UPI payments or any other mode acceptable and made available to the users from time to time, subject to your complete acceptance and adherence to the terms and conditions hereof as well as the terms and conditions of the App of the payment gateway service providers. You agree, understand, undertake and confirm that the credit / debit card details provided by you for making payments for the products purchased through this App, either through the online payment gateway mechanism will be correct, current, complete and accurate and you shall not use the credit card / debit card or any other bank account which is not lawfully owned by you. The information provided by you will not be shared by K-LINK with any of the third parties unless required by law, regulation or court order or for facilitating and completing the purchases made by you. K-LINK will not be responsible for any financial loss, inconvenience, mental agony etc. resulting from misuse of your ID and / or password, credit / debit card details or account details in any way.

All Internet Banking, Credit and Debit Card holders are subject to Security validation checks and authorization by Financial Institutions/Banks who has issued the Card. If the Financial Institutions/Banks who has issued the Online Facility/Debit card/Credit refuses to authorize or delays the authorization of your payment to us, then your order will not be accepted and K-LINK will not be liable for any delay or non-delivery of the Online Purchase order. It is hereby clarified that K-LINK does not itself collect any amount from the purchasers and the entire payment transaction (including the collection from the purchasers) is conducted by the online payment gateway facility provided.

## Delivery/Shipping:

We do the shipping of our Product within India only. The address at which the delivery of the product ordered are to be made should be correct and proper in all respects. We use all reasonable efforts to dispatch orders within 3 to 10 Working days from the day following the date of Purchase. For the orders not delivered beyond 10 days, it is your responsibility to inform us either by email to [shop@klinkindia.in](mailto:shop@klinkindia.in) or by calling to our customercare Ph.no: 044-42939898 (between 10:00am – 05:00pm -Monday to Friday, excluding Saturdays, Sundays and public holidays).

Free shipping will be available only for 400 BV or above, below 400 BV shipping charges will be applied K-LINK will make a maximum of three attempts to deliver your order. In case the distributor is not reachable or does not accept the delivery of the products in these attempts K-LINK reserves the right to cancel the orders at its discretion. It is hereby reiterated that in case the non-delivery occurs on account of mistake on your part or for reasons attributable to you, all the extra-cost that may be incurred towards re-delivery (whether successful or not) shall be claimed from you. On receipt of your complaint we will find out the cause of delay and if the same is not due to factor or reason attributable to you or anybody connected to you we may either try to deliver the product within a reasonable period or we will refund the amount and you shall have no grievance of whatsoever in this regard.

You have the option to choose a different Shipping address other than your registered member address for which you have to give the complete postal address including Pin Code and Telephone / Mobile Number of the Recipient for the prompt delivery of your order.

## Cancellation of Fraudulent Orders:

To provide a safe and secure online shopping experience, we regularly monitor transactions for fraudulent activity. In the event of detecting any suspicious activity, K-LINK reserves the right to cancel all past, pending and future orders without any liability. K-LINK also reserves the right to refuse or cancel orders in circumstances like inaccuracies in pricing of product on App and stock unavailability. K-LINK may also require additional verification and / or information before accepting any order. K-LINK may contact you if all or any portion of your order is cancelled or if additional information is required to accept your order. If the order is cancelled after the payment has been made, the paid amount will be reversed to your card / bank account, as the case may be.

The customer may be considered fraudulent, inter-alia, under the following circumstances:

1. Using invalid email id and / or phone number
2. Misuse of another user's phone, email etc.
3. Invalid / inaccurate address

4. Not replying to the payment verification mail sent by K-LINK
5. Failure to produce adequate documents, details etc. during the payment details verification.
6. Using bank account or credit / debit card not lawfully owned by the user
7. Customer with a very high return rate
8. User returns the wrong product
9. Refuses to pay for an order
10. Involvement in snatch and run for any order

## Faulty/Damage Products:

If you receive any Product in a faulty/damaged condition, upon establishing the same by you with documentary and other evidence, proof etc. beyond any reasonable doubt, we will send you the replacement Products provided the same is notified to us by you within 24 hours of receipt of your Product delivery. In this regard, we may ask you to provide any additional and / or further proof, evidence, details etc. of the damage, as a condition precedent of replacement and the same will be replaced within 7 Working days from the date of collecting the damaged products.

## Physical Courier Damage:

If the product packages are not received in good condition in a sealed condition the users are required to immediately report the same to us and pursuant to the same you may be advised not to accept the products in such condition. Further the distributor can call the customer care ph. no: 044-42939898 and inform the damaged goods details by mentioning the Order ID. Upon verification of such particular, we may, replace the products by sending another consignment or initiate to refund the process as per your option chosen by you at the time of notification of such damage to us.

## BV Calculated for online shopping:

For online shopping, the BV will be calculated according to the date of Purchase (i.e.) Calendar month date.

## Suspension due to non-compliance with the terms and conditions:

Notwithstanding any other legal remedies that may be available to K-LINK, K-LINK may, in its sole discretion, limit user activity by immediately removing user listing either temporarily or indefinitely or suspend or terminate user membership and / or refuse to provide user with access to the App:

- If the user is in breach of any of the terms and conditions
- If the user has provided wrong, inaccurate, incomplete or incorrect information.
- If the actions of the user may cause any harm, damage, injury or loss to other users or K-LINK or anybody connected to it.

## Links to Third Party Sites:

This App/ Website may contain links to other websites ("Linked websites"). The Linked websites are not under the control of K-LINK and K-LINK is not responsible for the contents of any Linked websites, including without limitation any link contained in a Linked website, or any changes or updates to a Linked website. K-LINK is not responsible for any form of transmission whatsoever received by you from any Linked website. K-LINK is providing these links to you only as a convenience and the inclusion of any link does not imply endorsement by K-LINK or the website of Linked Website or any association with its operators or owners including the legal heirs or assigns thereof. The users are requested to verify the accuracy of all information on their own before undertaking any reliance on such information.

## Disclaimer:

The following disclaimer shall be apart from and in addition to the disclaimers mentioned elsewhere in this APP/Website: K-LINK endeavors to keep the information up to date and correct. We do not warrant or guarantee the accuracy, adequacy or completeness of any data or information, and expressly disclaim liability for any errors, incompleteness and/or omissions in the data or information. To the maximum extent permitted by law, unless otherwise specified, we disclaim all representations and warranties of any kind, whether express, implied or statutory. Any reliance you place on such information is therefore strictly at your own risk.

In no event will we be liable for any loss or damage including without limitation, direct, Indirect, punitive, incidental, special, consequential loss or damage, or any other loss or damage whatever arising from use or inability to use this website/APP and / or services provided through this website/APP, unauthorized access to or alteration of the user's transmissions or data, any other matter relating to the services, including but not limited to, loss of use, data or profits arise out of, or in connection with, the use or performance of this website/APP. Neither shall K-LINK be responsible for delay or inability to use the website/APP or related service, the provision of or failure to provide services, or for any information, software, etc. obtained through this website/APP, or otherwise arising out of the use of the website/APP, whether based on contract, tort, negligence, strict liability or otherwise. Further, K-LINK shall not be held responsible for non-availability of this website/APP during periodic maintenance operations or any unplanned suspension of access to this website/APP that may occur due to technical reasons or for any reason beyond the control of K-LINK. The user understands and agrees that any material and / or data downloaded or otherwise obtained through the website/APP is done entirely at their own discretion and risk and they will be solely responsible for any damage to their computer system, mobile phone or any other electronic devices or loss of data that results from the download of such material and / or data.

Every effort is made to keep the website/APP up and running smoothly. However, K-LINK takes no responsibility for, and will not be liable for the website/APP being temporarily unavailable due to technical issues beyond our control.

## Cancellation Policy:

You can cancel your order within 24 hours of your purchase through E-Mail: [shop@klinkindia.in](mailto:shop@klinkindia.in) / duly calling to customer care ph.no:044-42939898 provided K-LINK has not processed the order before such attempt of cancellation. You will be intimated if cancellation is accepted by K-LINK and the Amount will be refunded within 7 to 10 working days. The refund amount, after making appropriate deductions, will be credited in the same Bank Account / credit card account, as the case may be, from which you had made the Payment. If the cancellation is made by you and / or for any reasons attributable to you, including but not limited to fraudulent orders, there shall be Cancellation Charges @ 2% of your Total Online Purchase order for the concerned products. It is hereby clarified that the Cancellation Charges shall be in addition to other charges, levies, etc. that may be charged by K-LINK and is not in derogation of any other right, claim, entitlement etc. that K-LINK may have against the user in this regard.

## Privacy Policy:

User of this website/APP is subject to our Privacy Policy. K-LINK respects your privacy. K-LINK will not intentionally monitor or disclose any private messages or address information unless required by law, regulation or court order. You agree to respect the privacy and confidentiality of others.

We reserve the right to change, amend, revise or update these policies at any time upon reasonable notice, effective immediately upon posting to this site& APP.

## Trademarks:

All trade names, trademarks, service names, product names, product information, URLs, website addresses, logos, designs or symbols are the properties of K-LINK. K-LINK does not allow the use of these, for whatsoever purposes or by anyone, without prior written consent of K-LINK. Besides, in respect of Linked Websites, trade names, trademarks, service names, product names, product information, URLs, website addresses, logos, designs or symbols may be the properties of such Linked websites and therefore the same shall not be used for whatsoever purposes or by anyone, without the prior written consent of such Linked websites.

## Alterations:

We may alter these Terms from time to time by posting an altered version on our website/App. You should visit

the website & App regularly to keep up-to-date with any alterations. In the case of an alteration, in the Terms and Conditions the same shall be applied to your Online Order only after the alteration takes effect.

## Entire Agreement:

If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed to be superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, these terms and conditions together with K-Link Cancellation Policy, Privacy Policy, Code of Conduct and Disclaimer constitutes the entire agreement between the user and K-LINK with respect of this website& App of K-LINK's services and it supersedes all prior or contemporaneous communications and proposal, whether electronic, oral or written, between the user and K-LINK with respect of this website& App or services of K-LINK. K-LINK's failure to act with respect to a breach by you or others does not waive its rights to act with respect to such breach or subsequent or similar breaches.

## Governing Law:

This agreement shall be governed, interpreted and construed in accordance with the laws of Union of India. You hereby irrevocably consent to the exclusive jurisdiction and venue of the courts at Chennai, India alone in respect of all disputes arising out of or relating to the Agreement including the use of this website/ App / K-LINK's services. Use of K-LINK website / App / K-LINK's services is unauthorized in any jurisdiction that does not give effect to all the provisions of these terms and conditions, including but without limitation to this clause. You hereby agree to defend, indemnify and hold K-LINK, its subsidiaries, affiliates, directors, officers, employees and anybody connected to it, harmless against any and all claims, liabilities, damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees, asserted by any third party that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by you pursuant to these terms and conditions or your use and / or conduct on this website/ App / K-LINK's services. K-LINK's performance under this agreement is subject to the existing laws and legal process, and nothing contained in this agreement is in derogation of K-LINK's right to comply with the governmental, court and law enforcement requests or requirements relating to your use of this website / App / K-LINK's services or information provided to or gathered by K-LINK with respect to such use.

## Relationship:

None of the provisions of this agreement, terms and conditions, notices or the right to use this website / App by the user contained herein or any other section or pages of this website / App and / or linked sites, shall be deemed to constitute a partnership between the user and K-LINK and no party shall have any authority to bind or shall be deemed to be the agent of the other in any way. It may be noted, however that if by using this website / App, the user authorizes K-LINK and / or its agents, associates, affiliates etc. to access third party sites designated by them or on their behalf for retrieving requested information, the User shall be deemed to have appointed K-LINK and / or its agents, associates, affiliates etc., as the case may be, as their agents for this purpose.

## Contacting us

You can contact us using any of the following methods:

- By calling [044-42939898] between 10:00am – 05:00pm - Monday to Friday, excluding Saturdays, Sundays and public holidays.
- By e-mailing us at [shop@klinkindia.in]; or
- By mail addressed to K-LINK Healthcare India Pvt Ltd, Door No 103 A,7th Floor, Navin's Presidium, Nelson Manickam Road, Aminijikarai, Chennai- 600 029.



Your Global Link