

Terms of Service Agreement- Samairah's Blessings

1. Overview

This document is published in accordance with all the laws that are in force in India [along with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines and Digital Media Ethics Code) Rules, 2021 that require publishing the rules and regulations, privacy policy and the terms and conditions for access or usage of www.samairahsblessings.com (the "Website")], and the laws of any other country to which the user of this Website belongs to. The acceptance to the Terms & Conditions by the User shall be considered as a valid contract under the Indian Contract Act, 1872. All notices under this agreement will be considered as written and have been duly signed once the same is electronically confirmed. The Terms and Conditions of this User Policy are framed by Samairah's Blessings. The User Agreement has been last updated on 18 May 2024.

This website is operated by Samairah's Blessings. Throughout the site, the terms "we", "us" and "our" refer to Samairah's Blessings. We offer this website, including all information, tools and Services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. 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. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the 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 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.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS VERY CAREFULLY BEFORE USING THE WEBSITE. ACCESSING, BROWSING OR OTHERWISE USING THE WEBSITE IMPLIES YOUR AGREEMENT TO BE BOUND BY ALL THESE TERMS AND CONDITIONS ("Agreement").

If you do not want to be bound by the Terms and Conditions, do not use the Website or the services of. The Terms and Conditions also includes the applicable policies which are incorporated herein by way of reference and as amended from time to time (the "Terms and conditions").

2. Online Terms

- a) By agreeing to these Terms of Service, 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.

3. General Terms

- a) Acceptance: By accessing or using our website, you agree to be bound by this Agreement and all applicable laws and regulations.
- b) Eligibility: You must be of legal age in your state or province of residence to use our services. If you are under the legal age, you must have the consent of a parent or guardian to use this site.
- c) Modifications: We reserve the right to update, change, or replace any part of this Agreement at any time. It is your responsibility to check this page periodically for changes. Your continued use of our website following the posting of any changes constitutes acceptance of those changes.
- d) Right to Refuse Service: We reserve the right to refuse service to anyone for any reason at any time. We may exercise this right at our sole discretion without prior notice or explanation.

- e) Restrictions on Use: You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the service, including the use of our website or access to our services, without our express written permission.
- f) Headings for Convenience: The headings used in this agreement are included for convenience only and will not limit or otherwise affect the interpretation of these Terms of Service.

4. Accuracy, Completeness and Timelines of Information

- a) The information on the website may not always be accurate, complete, or current.
- b) The material provided on the site is for general information purposes only.
- c) It is advisable to consult primary, more accurate, and more complete sources of information before making decisions based on the material on the site.
- d) Historical information on the site is not current and should only be used for reference.
- e) The site may be updated or modified, but there is no obligation to update the information.
- f) Monitoring changes to the site is the responsibility of the user.
- g) Reliance on the information on the site is at the user's own risk.
- h) It is recommended to seek professional advice or consult reliable sources before making decisions based on the information provided on the site.

5. Content Accuracy and Modification

- a) Information Accuracy: We strive to provide accurate and up-to-date information on our website. However, we are not responsible for any inaccuracies or omissions in the information provided. You should consult primary, more accurate, or more timely sources before making any decisions based on the information found on our website.
- b) Modifications: We reserve the right to modify or discontinue our services or any part of our website without notice at any time. We shall not be liable for any modification, price change, suspension, or discontinuance of our services.

6. Products and Services

- a) Exclusivity and Limited Quantities: Certain products or services may be available exclusively online through our website.
- b) Accuracy of Colors and Images: We have made every effort to display the colors and images of our products as accurately as possible on our website. However, we cannot guarantee that the display on your computer monitor will accurately reflect the colors of the actual product.
- c) Sales Restrictions: We reserve the right, but are not obligated, to limit the sales of our products or services to any person, geographic region, or jurisdiction. This right may be exercised on a case-by-case basis. We also reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any product at any time. Any offer for a product or service made on our website is void where prohibited.
- d) Quality and Corrections: We do not warrant that the quality of any products, services, information, or other materials purchased or obtained by you will meet your expectations. We also do not guarantee that any errors in the service will be corrected.

7. Use of our Services

- a) Service Description: We provide information, tools, and services on our website, subject to your compliance with this Agreement.
- b) Prohibited Use: You may not use our products or services for any illegal or unauthorized purpose. You must not violate any laws in your jurisdiction, including copyright laws. Additionally, you must not transmit any worms, viruses, or any code of a destructive nature.
- c) Termination: Violation of any of the terms in this Agreement will result in an immediate termination of your services.

8. Proprietary Information

The Company possesses and licenses various brand names, which are considered the exclusive property of the Company, its affiliates, partners, or licensors. These brand names are safeguarded by Indian laws governing intellectual property rights. The Company holds proprietary rights and trade secrets related to its Products. It is strictly prohibited for you to copy, modify, duplicate, republish, resell, or redistribute any of the Company's Products, whether in whole or in part, in any form. Additionally, the Company retains all rights to trademarks, trade dress, and specific webpage layouts, including elements such as calls to action, text placement, images, technology, content, software, and other materials found on the Website. These trademarks and materials, including the overall look and feel of the Website, are the Company's intellectual property. No permission is granted to use any trademarks in connection with the Products or materials on the Website. Whether registered or unregistered, all trademarks displayed on the Website are the property of the Company.

9. Intellectual Property Rights

- a) All editorial content, information, photographs, illustrations, artwork and other graphic materials, and names, logos and trademarks on the Website are protected by copyright laws, trademark laws and/or other laws and/or international treaties, and belong to us and/or our suppliers, as the case may be.
- b) These works, logos, graphics, sounds or images may not be copied, reproduced, retransmitted, distributed, disseminated, sold, published, broadcasted or circulated whether in whole or in part, unless expressly permitted by us and/or our suppliers, as the case may be.
- c) Nothing contained on the Website should be construed as granting by implication, estoppel, or otherwise, any license or right to use any trademark displayed on the Website without our written permission. Misuse of any trademarks or any other content displayed on the Website is strictly prohibited.
- d) We will not hesitate to take legal action against any unauthorized usage of our trademarks, name or symbols to preserve and protect its rights in the matter. All rights not expressly granted herein are reserved. Other product and company names mentioned herein may also be the trademarks of their respective owners.
- e) The code designed for the purpose of creating the Website is protected under the Copyright Laws of India and therefore shall not be reverse engineered or replicated or re-created by the User.

10. Optional Tools

- a) We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.
- b) You acknowledge and agree that we provide access to such tools” as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.
- c) Any use by you of the optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).
- d) We may also, in the future, offer new Services and/or features through the website (including the release of new tools and resources). Such new features and/or Services shall also be subject to these Terms of Service.

11. Third Party Links

- a) Certain content, products and Services available via our Service may include materials from third-parties.
- b) Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or Services of third-parties.
- c) 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.
- d) Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

12. User Comments, Feedback and Other Submissions

- a) If, at our request, you send certain specific submissions (for example contest entries) or without a request from us, you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at

any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation –

- a. to maintain any comments in confidence;
 - b. to pay compensation for any comments; or
 - c. to respond to any comments.
- b) We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion to be unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or these Terms of Service.
- c) You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website.
- d) You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

13. Errors, Inaccuracies, and omissions

- a) Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability.
- b) We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).
- c) We undertake no obligation to update, amend or clarify information in the Service 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.

14. Prohibited Use

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site 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;
- 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.

15. Disclaimer of Warranties; And Limitation of Liability

- a) **No Guarantee of Service:** We do not guarantee, represent, or warrant that your use of our service will be uninterrupted, timely, secure, or error-free. We acknowledge that there may be occasional interruptions or downtime, and we reserve the right to remove the service for indefinite periods of time or cancel the service at any time without prior notice.
- b) **No Warranty of Results:** We do not warrant that the results obtained from the use of our service will be accurate or reliable. Any reliance on the service or the information provided is at your own risk.

- c) Use at Your Own Risk: You expressly agree that your use of, or inability to use, the service is at your sole risk. The service, including all products and services delivered to you through the service, is provided "as is" and "as available" 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, unless otherwise expressly stated by us.
- d) Limitation of Liability: In no case shall Samairah's Blessings, our directors, officers, employees, affiliates, agents, 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 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 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. We aim to provide a satisfactory experience for our customers, but we cannot be held responsible for any damages or losses incurred while using our service. We value your trust and will do our best to address any concerns or issues promptly and fairly.

16. License

- a) By accessing this Website, you are given a restricted, non-transferable privilege to utilize the content and materials found on the Website solely for your personal, non-commercial purposes.
- b) It is prohibited to duplicate, reproduce, transmit, distribute, or generate derivative works of said content or information without obtaining explicit written consent from either the Company or the relevant third party (in the case of third-party content).

17. Indemnification

You agree to indemnify, defend and hold harmless Samairah's Blessings 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.

18. Privacy

The Company believes strongly in protecting user privacy and providing You with notice of the Company's use of data. Please refer to the Company privacy policy, incorporated by reference herein, that is uploaded on the Website.

19. 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.

20. Termination

- a) The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.
- b) 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.
- c) 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).

21. Entire Agreement

- a) 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.

- b) 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 governs 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).
- c) Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

22. Governing Law

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of India.

23. Changes to the Terms of Service

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

24. Contact Information

Questions about the Terms of Service should be sent to us at- richa_das@hotmail.com

Our contact information is posted below:

Email: richa_das@hotmail.com

Phone: +91-9160699666

Address: Smii Dental Art Studio, Above German Bakery, Koregaon Park, Pune, India