

# **Habitoz Private Limited's Terms and Conditions**

Hello Dear Shopper!

Here you can find all the terms and conditions that we apply in order to perform our provided services at the highest level of our standards. By accessing or using this website/mobile application you agree to be bound by all of the terms and conditions specified in this Terms of use.

## **Terms of Services**

This Terms of Services (hereinafter referred to as "Agreement" or "Terms' ') is a legal agreement between you (either as an individual or on behalf of an entity) and Habitoz Private Limited, India and having its registered address at 36/1215 L-15, Agricultural Urban Wholesale market, Vengeri, Thadambatuthazham, Kozhikode, Kerala 673010 , regarding your use of the services made available at and its equivalent mobile application hereinafter collectively referred to as "Platform".

For the purpose of these terms of use, wherever the context so requires, the Words 'Your', 'You', 'Yourself' or 'User' shall mean any individual, whether a natural or legal person who browses the Platform either as an individual or on behalf of an entity or has agreed to become a subscriber to the services on the Platform.

The term 'We', 'Us', 'Our' or 'Habitoz' shall mean Habitoz Private Limited, the Company.

**Discipl** is a digital shopping application owned by us, which enables you to shop or seek service at Fitness centers, sports clubs, art institutions and other merchants or service providers by connecting you with such retailers and service providers and offering a comprehensive solution including payment and delivery services.

### 1. Acceptance of terms and conditions.

These Terms of Use set forth a legally binding contract between Us and You and by using the Platform, You agree to the Terms of Use stated herein. The Terms of Use equally apply, even if You only visit the Platform or review any of the services made available by Us and shall be bound by these Terms of Use.

This platform is provided "as-is" with no warranties, and you agree that Habitoz Private Limited is not liable for any result and / or action and / or inaction arising out of or pursuant to the use of the Platform and to any action related thereto as set out below.

You agree that by downloading, installing, and / or using the Platform and by creating an account or similarly, registering, or accessing the Platform, you are

agreeing to enter into a legally binding agreement with Habitoz Private Limited (even if you are using the Platform on behalf of a company or organization). If you do not agree to the terms of this Agreement, do not access or otherwise use the Platform.

2. Change.

We reserve the right to amend or modify this Agreement, our Privacy Policy and Cookies Policy at our sole discretion from time to time and without any prior notice to you and you agree and accept that it is your duty to be apprised of any such amendments/modifications. If you disagree with any changes made to these terms of use, you must immediately close your account and discontinue use of the Platform. Your continued use of the Platform after changes to these terms shall mean that you are consenting to the updated terms. Therefore, you are encouraged to frequently visit this page in order to be updated about the changes to the Agreement. Modifications will be effective on the day they are posted.

3. License.

This Agreement entitles you to use the Platform for any lawful purpose consistent with the terms contained in this Agreement and all applicable legislations and regulations. Your license to use the Platform is expressly conditioned upon your agreement to all of the terms contained in the Agreement. Habitoz Private Limited reserves all other rights not granted to any third party by this Agreement.

4. Eligibility.

The Platform is not for use by anyone under the age of eighteen (18) years old. ("MinimumAge"). To use the Platform, you agree that:

- (i) You must be the Minimum Age or older;
- (ii) You will only have one account, which must be in your real name;
- (iii) You are not restricted by any applicable laws and regulations and / or Habitoz Private Limited from using the Platform;
- (iv) Creating an account with false information is a violation of the terms stipulated in this Agreement;
- (v) You comply and will comply with the terms contained in this Agreement and all applicable local, state, national, and international laws, rules, and regulations.

As a minor if You wish to use the Platform, such use shall be made available to You by Your legal guardian or parents, who have agreed to these Terms. In the event a minor utilizes the Platform, it is assumed that he/she has obtained the

consent of the legal guardian or parents and such use is made available by the legal guardian or parents. If you are using the Platform on behalf of a business or an entity, you hereby state that you are legally authorized to act on behalf of such business or entity.

5. Rights we grant you.

Habitoz Private Limited grants you a personal, limited, worldwide, non-assignable, non-exclusive, revocable, non-transferable and non-sublicensable license to access and use the platform.

This license is for the sole purpose of using and enjoying the Platform's services and benefits in accordance with the terms of this Agreement.

6. User Data.

Habitoz Private Limited has the right, in its sole discretion, to refuse or remove any user data that is uploaded on the Platform. Your user data uploaded remains your property, but you grant Habitoz Private Limited the right to use the data for the purposes of the Platform and for data analytics. Habitoz Private Limited will not redistribute, publish or disclose publicly any uploaded user data unless required by law.

You acknowledge, consent and agree that Habitoz may access, preserve and disclose Your account information if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to:

- a. Comply with legal process nationally or internationally;
- b. Enforce this Agreement;
- c. Respond to claims that any content violates the rights of third parties;
- d. Protect the rights, property or personal safety of Habitoz, its subscribers and the public;
- e. or
- f. Pursuant to the terms of the Privacy Policy, reach You for marketing or promotional purposes through any channel.

7. Restrictions.

When using the Platform, you must use it in compliance with the terms contained in this agreement and with the applicable laws.

You may not:

- Sell, resell, rent, exchange, add, modify, temper, distribute, lease, sub-license, loan, provide, or otherwise make available, the Platform or contents thereof in any form, in whole or in part to any person.

- Without the prior written consent of Habitoz Private Limited; copy the Platform, except as part of the normal use of the Platform or where it is necessary for the purpose of back-up or operational security;
- Translate, merge, adapt, vary, alter or modify, the whole or any part of the Platform nor permit the Platform or any part of it to be combined with, or become incorporated in, any other programs, except as necessary for the purpose of using the platform on devices as permitted in this Agreement;
- Disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Platform nor attempt to do so.

You hereby undertake to comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the Platform.

#### 8. Habitoz Private Limited and Third Party Rights.

You must respect Habitoz Private Limited's rights. This Agreement does not grant you any right to do any of the following (or enable any third party to do so):

- (i) use branding, logos, designs, photographs, videos, or any other material used in the Platform;
- (ii) copy, archive, download, upload, distribute, syndicate, broadcast, perform, display, make available, or otherwise use any portion of the Platform or the content on the Platform except as set forth in this Agreement; and
- (iii) use the Platform, any tools provided by the Platform, or any content on the Platform for any commercial purposes without Habitoz Private Limited's consent.

Habitoz Private Limited respects the rights of others and you therefore may not use the Platform, or enable any third party to use the Platform, in a manner that

- (i) violates or infringes a third party's rights of publicity, privacy, copyright, trademark, or any other intellectual-property right;
- (ii) bullies, harasses, or intimidates;
- (iii) defames; and
- (iv) spams or solicits other users.

#### 9. Third-party Products and Content.

You agree that Habitoz Private Limited does not assume responsibility for any products, content, services, websites, advertisements, offers, or information that is provided by third parties and made available through the Platform. You acknowledge that Habitoz Private Limited does not own or provide any of the goods or services listed on the site and merely acts as an intermediary.

The actual contract for a sale is directly between you and the retailer concerned service provider. Habitoz Private Limited is not a party to that contract or any other contract between you and the retailer. Information about a particular good or service is supplied by the service provider. Parties to the transaction will be entirely responsible for the sales contract between them according to the listing of goods, warranty of purchase and like. As such, we accept no obligations in connection to these contracts and are not responsible for, and do not warrant or make any representations regarding any goods or services listed on the site. However, if you have problems with your order or booking, we may step in to help. If you purchase, use, or use any such products, content, services, advertisements, offers, or information through the Platform, you agree that you do so at your own risk and that Habitoz Private Limited will have no liability based on such purchase, use, or access.

The platform may contain links to other third party sites that we do not operate or control and for which we are not responsible. We provide these links for your reference and convenience and do not endorse the contents of third party sites and accept no responsibility for them or for any loss or damages that may arise from your use of them. You will need to make your own independent judgment about whether to use any such third party sites, including whether to buy any products or services offered by them. You should refer to the separate terms of use, privacy policies and all other applicable policies of such third party sites prior to such use.

10. Third Party Services.

The Platform shall enable you to arrange delivery services and/or delivery to purchase certain goods with third party providers of such services and goods ("Third Party Providers").

Unless otherwise agreed by Habitoz Private Limited in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use.

YOU ACKNOWLEDGE THAT YOUR ABILITY TO OBTAIN DELIVERY SERVICES THROUGH THE USE OF THE PLATFORM DOES NOT ESTABLISH HABITOTZ PRIVATE LIMITED AS A PROVIDER OF DELIVERY SERVICES.

11. Product/Services- of Information and Pricing.

You agree Habitoz Private Limited is not liable under any circumstances whatsoever for any error, misrepresentation, deviation, and / or misinformation relating to the specification and / or pricing of any product or services. You

Acknowledge that the prices and availability of the products and services are subject to change without any prior notice.

12. Proprietary Rights.

All materials on the Platform, including, without limitation, names, logos, trademarks, images, text, columns, graphics, videos, photographs, illustrations, artwork, software, and any and all other elements (collectively referred to as “Materials”) are protected by copyrights, trademarks and/or other intellectual property rights owned and controlled by us.

13. Intellectual Property & Proprietary Rights.

All content on the Platform, including, without limitation, names, logos, trademarks, images, text, columns, graphics, videos, photographs, illustrations, artwork, software are protected by copyrights, trademarks and/or other intellectual property rights owned and controlled by us.

You acknowledge that the Platform contains proprietary and confidential information that is protected by applicable intellectual property and other laws and Habitoz Private Limited owns all right, title and interest in and to the Platform and content, including without limitation all Intellectual Property Rights therein and thereto. For the purpose of this clause, “Intellectual Property Rights” shall mean any and all rights existing before and after your acceptance to the terms contained in this Agreement under patent law, copyright law, trademark law and any and all other proprietary rights and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

14. Copyright.

Habitoz Private Limited does not take any responsibility for the infringement of a third party’s copyright by a user.

If you believe that anything on the Platform infringes a copyright that you own or control, please file a notice by email to our customer service team at [info@thediscipl.com](mailto:info@thediscipl.com).

15. Indemnification.

You agree to defend, indemnify and hold harmless Habitoz Private Limited and its subsidiaries, subcontractors, consultants, representatives, officers, directors, employees, agents, shareholders, affiliates and agents (each, an “Indemnified Party”) from and against any losses, claims, actions, costs, damages, penalties,

finances and expenses, including without limitation attorneys' and experts' fees and expenses, arising out of

- a. Your use of and access to the Platform;
- b. Third-party claims who rely on your representations to them based on the information made available through our services;
- c. Your violation of any conditions in the Terms of Use and the Privacy Policy; or
- d. Your violation of any third party right, including without limitation any copyright, property, or privacy right.

#### 16. Safety.

By using the platform, you agree that:

- a. You will not use the Platform for any purpose that is illegal or prohibited as per the terms of this Agreement or as provided under laws and regulations in force. .
- b. You will not use any robot, spider, crawler, scraper, or other automated means or interface to access the platform or extract other user's information.
- c. You will not use or develop any third-party applications that interact with the platform or other users' content or information without Habitoz Private Limited's written consent.
- d. You will not use the platform in a way that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the platform, or that could damage, disable, overburden, or impair the functioning of the platform.
- e. You will not use or attempt to use another user's account, username, or password without their permission.
- f. You will not solicit login credentials from another user.
- g. You will not post content that contains or links to pornography, graphic violence, threats, hate speech, or incitements to violence.
- h. You will not upload viruses or other malicious code or otherwise compromise the security of the platform.
- i. You will not attempt to circumvent any content-filtering techniques Habitoz Private Limited employs, nor will you attempt to access areas or features of the platform that you are not authorized to access.
- j. You will not probe, scan, or test the vulnerability of the platform or any system or network.
- k. You will not encourage or promote any activity that violates the terms contained in this Agreement.

17. Data protection and privacy.

We will process the information that we receive from you or otherwise hold about you in accordance with these Terms of Use and the Privacy Policy. You consent to the use by us of such information in accordance with these Terms of Use and our Privacy Policy and Cookie Policy which is available at [www.thediscipl.com](http://www.thediscipl.com). By agreeing to these Terms of Use, You agree to us using Your information in this manner and in the manner mentioned in our Privacy Policy.

We encourage you to review and familiarize yourself with the Privacy Policy and Cookies Policy because, by using the Platform, you agree that Habitoz Private Limited can collect, use, and share your information as per these two policies.

18. Disclaimer and Limitation of Liability.

THE PLATFORM IS PROVIDED ON AN "AS IS" BASIS, AND NO WARRANTY, EITHER EXPRESS OR IMPLIED, IS GIVEN. YOUR USE OF THE PLATFORM IS AT YOUR SOLE RISK.

Habitoz Private Limited does not warrant that

- (i) the platform will meet your specific requirements;
- (ii) the platform is fully compatible with any particular platform;
- (iii) your use of the platform will be uninterrupted, timely, secure, or error-free;
- (iv) the results or conversion that may be obtained from the use of the platform will be accurate or reliable;
- (v) the quality of any products, services, information, or other material purchased or obtained by you through the platform will meet your expectations; or
- (vi) any errors in the platform will be corrected.

You receive no warranties, express, implied, statutory, or otherwise, and Habitoz Private Limited specifically disclaims any implied warranties of merchantability, non-infringement and fitness for a particular purpose with respect to the platform offering. Habitoz Private Limited does not warrant that the platform will meet your requirements or that the platform offerings will be error free.

you expressly understand and agree that Habitoz Private Limited shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages and losses, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Habitoz Private Limited has been advised of the possibility of such damages) related to the platform and / or



any death or injury arising from and / or pursuant to the use of the platform, including:

- (i) the use or the inability to use the platform;
- (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the platform;
- (iii) unauthorized access to or alteration of your transmissions or data;
- (iv) statements or conduct of any third-party on the platform;
- (v) the loss of any data belonging to the user or any other third party; or
- (vi) any other matter relating to the platform.

Habitoz Private Limited reserves the right at any time, and from time to time, to modify or discontinue, temporarily or permanently, the platform (or any part thereof) with or without notice. Habitoz Private Limited shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the platform.

You agree to defend, indemnify, and hold Habitoz Private Limited, its officers, directors, employees and agents, subsidiaries and affiliates, and each of their officers, directors, employees and agents, harmless from and against any loss, liability, claim, demand, damages, costs, expenses, death and injury arising out of or in any way connected with

- (i) your access to or use of the platform's site, content, user content and processing of user data;
- (ii) your violation of this Agreement;
- (iii) your violation of any third party right, including without limitation any intellectual property right, property, or privacy right;
- (iv) the accuracy of the results and/or conversion resulting from the use of the platform; or
- (v) any claim that one of your user content caused damage to a third party.

#### 19. Termination.

This Agreement shall remain in full force and effect for so long as You use the Platform. Habitoz Private Limited reserves the right to ,limit your use of the platform and to restrict, suspend, or terminate your account without any notice to or liability to you, if it believes that you may be in breach of this agreement or any applicable legislation or are misusing the platform in any way whatsoever or if have provided any .false or misleading information, or interfered with use of the Platform by others.

Both you and Habitoz Private Limited may terminate this Agreement at any time by deleting your account. On termination, you lose the right to access or use the platform and all of the data that you may have uploaded and / or entered into the platform. Support of platform and Feedback.

If you wish to contact us regarding a suggestion, complaint or compliment regarding the platform and / or the products purchased and / or delivery, please email our customer service team at [info@thedicipl.com](mailto:info@thedicipl.com).

## 20. General Terms.

- a. To the extent allowed by law, the English language version of this Agreement is binding and other translations are for convenience only.
- b. The failure of Habitoz Private Limited to exercise or enforce any right or provision of this agreement shall not constitute a waiver of such right or provision.
- c. Each of the paragraphs of this Agreement operates separately. If any court or any relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- d. This Agreement constitutes the entire agreement between you and Habitoz Private Limited and governs your use of the platform, superseding any prior agreements between you and Habitoz Private Limited (including, but not limited to, any prior versions of the agreement).

## 21. Promotion Codes.

- a. Promotion code expires on the date indicated in the platform or as indicated in the promotional offer and may expire prior to actual use of the promo code, without liability to Habitoz Private Limited.
- b. A discount will be applied to the total purchase price with a qualifying minimum spend as described in the promotional offer.
- c. The promotion code must be used for the intended audience and purpose and in a lawful manner. The promotion code cannot be used retrospectively for prior purchases. In order to take advantage of the promotion code, you must have a valid account on the platform with a valid form of accepted payment on the platform.
- d. Habitoz Private Limited reserves the right to modify or cancel the promotion codes at any time. The promotion code may not be sold, copied, modified, or transferred. Habitoz Private Limited is not a retailer or seller, therefore the promotion code does not constitute an offer or offer for sale. The promotion code is non-binding in nature.
- e. A promotion code shall be deemed void where such promotion code is restricted or prohibited by law. The promotion code has no cash value.

## 22. Terms for Free Delivery for Purchase of Products.

- a. Free standard delivery is only available on a minimum purchase order which is based on the distance between the delivery location and location of the retailer's store from which the order has been placed. Delivery charges will not be refunded once an order is placed.
- b. If the products, from an order eligible for free delivery, are returned and the value of the products becomes less than the free delivery threshold based on the distance between the delivery location and location of the retailer's store from which the order has been placed, the value of the returned products shall be refunded minus the cost of the delivery and packaging.
- c. Habitoz Private Limited reserves the right to discontinue a free delivery promotion at any time without prior notice and/or to change the amount required for eligibility.
- d. Please also note that the free delivery threshold is determined by the order value after any promotional code has been deducted.
- e. In some cases the vendor is the one who charges and decides the delivery charges and its eligibility criteria.

## 23. Retailer Promotion Codes.

- a. The platform may from time to time list promotions of third-party retailers (the "Retailer Promotion Codes").
- b. The Retailer Promotion Codes shall be governed by the terms and conditions of the third-party retailers.
- c. You agree that Habitoz Private Limited does not assume responsibility for any products, content, services, websites, advertisements, offers, or information that is provided by third-party retailers and made available through the platform.
- d. 4. If you purchase, use, or access any such products, content, services, advertisements, offers, or information through the platform, you agree that you do so at your own risk and that Habitoz Private Limited will have no liability based on such purchase.

## 24. Cancellation and Replacement Policy.

- a. For our digital shopping application relating to purchase of products, refunds requests may generally be raised citing the following reasons:
  - i. If wrong item delivered (item will be collected back OR cash/PC refund will be given)
  - ii. Items missing but paid (should provide invoice as proof)
  - iii. Bad quality items delivered (will be exchanged OR cash/PC refund will be given).

- iv. Expired items (item will be collected back OR cash/PC refund will be given)
- v. Mistakenly overcharged for the items (cash refund OR PC refund will be given)

#### 25. Payment.

Customers can pay with cash, Habitoz Private Limited wallet, card or can use UPI payment. The available payment options vary across stores as per their technical availability. Any dispute or claim arising out of or in connection with this website or application shall be governed and construed in accordance with the laws. Minors under the age of 18 shall be prohibited to register as a User of this website or application and are not allowed to transact or use them. If you make a payment for our products or services on our website or application, the details you are asked to submit will be provided directly to our payment provider via a secure connection. The cardholder must retain a copy of transaction records and Merchant policies and rules. The User can select which payment method is preferred. If for any reason the online payment transaction is declined, Habitoz Private Limited is entitled to offer the User cash on delivery payment option or credit card reader on delivery where available. Refunds will be done only through the bank transfer.

#### 26. Security Capabilities Policy for Transmission of Payments.

- a. What information do we collect and how do we use it?  
When you place an order through this website, you need to know your name, email, phone number, address and credit/debit card details, if paying by card. This information allows us to process and fulfill your order successfully. It also helps us in maintaining your account.
- b. How do we protect customer information?  
When you place orders, we use a secure server. The secure server platform (SSL) encrypts all information you input before it is sent to us. Furthermore, all of the sensitive customer data we collect is protected by several layers of encryption and several layers of security to prevent unauthorized access.
- c. Payment options:  
All our payment options are safe and secure. All card payments are processed securely. Habitoz Private Limited does not store any payment details or store card information on our servers.

## 27. Governing Law and Dispute Resolution.

- a. India is our Country of Domicile. We control the platform and application from India. We make no representation that this platform is appropriate for use in other locations. If you use this platform from other locations you are responsible for ensuring compliance with local laws. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, in certain jurisdictions, some of the above limitations of liability may not apply to You, nevertheless, all other provisions of these Terms remain in full force and effect.
- b. Any purchase, dispute or claim arising out of or in connection with this website and Agreement shall be governed and construed in accordance with the laws of India, subject to the exclusive jurisdiction of courts located in Kozhikode, Kerala, India.

## 28. Grievances.

In case of any grievance arising from the use of platform, please contact us at  
Email : [info@thediscipl.com](mailto:info@thediscipl.com)