

Welcome to [www.shopsaukhya.com](http://www.shopsaukhya.com) (hereinafter referred to as “**Website**”). Saukhya and/or its affiliates provide website features and other products and services to you when you visit or shop at [ampm.in](http://ampm.in), use Saukhya products or services, or use software provided by Saukhya in connection with any of the foregoing. Saukhya provides the Services subject to the following conditions. This user agreement (“Terms and Conditions” or “T&C” or “Terms” or “Agreement”) is between you (“you” or “End User” or “your” or “Buyer” or “Customer” or “Registered User”) and Saukhya (“Company” or “us” or “We” or “[www.shopsaukhya.com](http://www.shopsaukhya.com)”). This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures. Notwithstanding anything contained or said in any other document, if there is a conflict between the terms mentioned herein below and any other document, the terms contained in the present T&C shall alone prevail for the purposes of usage of the Site.

## INTRODUCTION

The domain name [www.shopsaukhya.com](http://www.shopsaukhya.com) is registered in the name of Saukhya Enterprises which is a registered company under the Companies Act 2013. Its registered office is at Shop No.19, PKT B, Sector 14, Hisar, Haryana, India. Saukhya is in the business of selling luxury lifestyle retail products such as apparel and other related goods.

## RIGHT TO CHANGE

Saukhya reserves the sole right to update or modify these Terms and Conditions at any time without prior notice. For this reason, we encourage you to review these Terms and Conditions every time you purchase products from us or use our website.

## PRIVACY

We view protection of your privacy as a very important principle. We understand clearly that You and Your Personal Information is one of our most important assets. We process your personal data as per our privacy policy. Click on the link to learn more about our privacy policy.

## ELECTRONIC COMMUNICATIONS

When you use any of our Services, or send e-mails to us, you are communicating with us electronically. You by using our services consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site or through other Services. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. The legal requirements would be in conformity with the Indian Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000.

## INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated or anything contained to the contrary or any proprietary material owned by a third party and so expressly mentioned, Saukhya owns all Intellectual Property Rights to and into the Website, including, without limitation, any and all rights, title and interest in and to copyright, related rights, patents, utility models, trademarks, trade names, service marks, designs, know-how, trade secrets and inventions (whether patentable or not ), goodwill, source code, meta tags, databases, text, content, graphics, icons, and hyperlinks. You acknowledge and agree that you shall not use, reproduce or distribute any content from the Website belonging to Saukhya without obtaining authorisation from it.

User shall not upload post or otherwise make available on the Site any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right. Saukhya does not have any express burden or responsibility to provide the Users with indications, markings or anything else that may aid the User in determining whether the material in question is copyrighted or trademarked. User shall be solely liable for any damage resulting from any infringement of Copyrights, trademarks, proprietary rights or any other harm resulting from such a submission. By submitting material to any public area of the Site, User warrants that the owner of such material has expressly granted Saukhya the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any Form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material. User also permits any other end user to access, view, and store or reproduce the material for that end user's personal use. User hereby grants Saukhya, the right to edit, copy, publish and distribute any material made available on the Site by the User. The foregoing provisions of Section 25 apply equally to and are for the benefit of Saukhya, its subsidiaries, affiliates and its third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

## TRADEMARKS

The Site contain copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music, sound, and the entire contents of Saukhya protected by copyright as a collective work under the applicable copyright laws. Saukhya owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. Users may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. Users may download / print / save copyrighted material for the User's personal use only. Except as otherwise expressly stated under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material without the express permission of Saukhya and the copyright owner is permitted.

If copying, redistribution or publication of copyrighted material is permitted, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. The User acknowledges that he/she/it does not acquire any ownership rights by downloading copyrighted material. Trademarks that are located within or on the Site or a website otherwise owned or operated in conjunction with Saukhya shall not be deemed to be in the public domain but rather the exclusive property of Saukhya, unless such site is under license from the trademark owner thereof in which case such license is for the exclusive benefit and use of Saukhya, unless otherwise stated.

## INTELLECTUAL PROPERTY RIGHTS COMPLAINTS

Saukhya respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes any Intellectual Property Right infringement, please address a complaint to the 'Customer Care' by way of an email as provided herein below.

## USER RESPONSIBILITY AND REGISTRATION OBLIGATIONS

If you use the Website as Registered User, you agree that you are competent to contract within the meaning of the Indian Contract Act, 1872. Saukhya reserves the right to terminate your membership and refuse to provide you with access to the Website if it is brought to its notice or if it is discovered that you are under the age of 18 years. You are solely responsible for maintaining the confidentiality of your User ID and Password. You are responsible for all activities that occur under your User ID and Password. You agree, inter-alia, to provide true, accurate, current and complete information about yourself as prompted by Website registration form or provided by You as a Visitor or user of a third party site through which You access the Website. If you provide any information that is untrue, inaccurate, not current or incomplete or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with the User Agreement, Saukhya has the right to indefinitely suspend or terminate or block access of your membership with the Website and refuse to provide you with access to the Website.

As a condition of purchase, the Site requires your permission to send you administrative and promotional emails. We will send you information regarding your account activity and purchases, as well as updates about our products and promotional offers. You can opt-Out of our promotional emails anytime by clicking the unsubscribe link at the bottom of any of our email correspondences. Please see our Privacy Policy for details. The offers made in any promotional messages sent via emails /SMS/MMS shall be subject to change at the sole discretion of Saukhya and Saukhya owes no responsibility to provide you any information regarding such change.

You undertake not to host, display, upload, modify, publish, transmit, update or share any information that is contained on the website that: belongs to another person and to which you does not have any right to; is grossly harmful, harassing, blasphemous; defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; harm minors in any way; infringes any patent, trademark, copyright or other proprietary rights; violates any law for the time being in force; deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; impersonate another person; contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation.

That in case it is found that you are in violation of these express conditions, you shall be solely responsible and shall face all legal consequences of the same by yourself and that Saukhya shall in no manner be held responsible for the same.

## BILLING

The price of our merchandise as mentioned on [www.shopsaukhya.com](http://www.shopsaukhya.com) is the Maximum Retail Price (MRP) for the said product. Such MRP shall be inclusive of all local taxes as are applicable in India. Additional applicable taxes may be charged depending upon the destination where the order has to be shipped to. The tax rate applied and charged upon the order shall include combined tax rate for both state and local tax rates in accordance with the address where the order is being shipped. Saukhya reserves the right to collect taxes and/or such other levy/ duty/ surcharge that it may have to incur in addition to the normal taxes it may have to pay. We may also charge delivery Charges which may include postal charges / shipment charges etc. That may be applicable for your country.

## ORDER CANCELLATION BY SAUKHYA

Due to unavoidable circumstances there may be times when certain orders having been validly placed may not be processed or capable of being dispatched. Saukhya reserves the exclusive right to refuse or cancel any order for any reason. Some situations that may result in your order being cancelled shall include limitations on quantities available for purchase, inaccuracies or errors in product or pricing information, problems identified by our credit and fraud avoidance department or any defect regarding the quality of the product. We may also require additional verifications or information

before accepting any order. We will contact you if all or any portion of your order is cancelled or if additional information is required to accept your order. If your order is cancelled after your credit card/ debit card/ any other mode of payment has been charged, the said amount will be reversed into your Account/ as the case may be to the source of the payment within a period of 30 working days. Any type of voucher used in these orders shall be returned and made available to the user in case of cancellation by Saukhya.

## SHIPPING & PROCESSING FEE

Our shipping and processing charges are intended to compensate Saukhya for the cost of processing your order, handling and packing the products you purchase and delivering them to you. For further information please refer to our Shipping & Payment Policy.

## PAYMENT

While availing any of the payment method/s offered by us, we are not responsible or take no liability of whatsoever nature in respect of any loss or damage arising directly or indirectly to you including but not limited to the following: (a) lack of authorization for any transaction/s; (b) or exceeding the present limit mutually agreed by you and between your "Bank/s"; (c) or any payment issues arising out of the transaction; (d) or decline of transaction for any other reason/s.

All payments made against the purchases /services on [www.sshopsaukhya.com](http://www.sshopsaukhya.com) by you shall be as against the MRP displayed on the website and shall be in terms and conditions of the third party Online Payment Gateway Services as adopted and applicable to your transaction as approved by Saukhya. Before shipping your order to you, we may request you to provide supporting documents (including but not limited to Govt. Issued ID and address proof) to establish the ownership of the payment instrument used by you for your purchase. This is done so as to ensure a safe and a full proof online shopping environment to our users.

Saukhya may employ PaisaPay, PayPal, CRED and such other third party facilities, for Payments on the Website. Such payments can be made through the electronic or through Cash on delivery transactions, as may be permitted by Saukhya which shall be at its sole discretion. Use of such third party services will be governed by their User Agreement, Seller Terms, Conditions and other rules and policies as may be required and applicable for your nature of activities.

## DELIVERY

Saukhya endeavours but does not guarantee delivery of products in the stipulated time period as mentioned on the purchase of the product. In no manner can the contract be repudiated if Saukhya fails to deliver any one or more products in the stipulated time frame. However, if you fail to take the delivery of the goods, Saukhya may at its discretion charge you for additional shipping cost.

## LOSS IN TRANSIT

Saukhya shall make all endeavours to deliver defect free products to the purchasers. Saukhya does not take title to any returned items purchased by the user unless the item is received by Saukhya. Any item purchased on our website does not qualify for any return unless the product delivered is damaged or has manufacturing defects. The defective and/ or damaged goods so received shall be communicated to Saukhya within 48 hours of its receipt. Any communication received after 48 hours of delivery shall not qualify for return unless expressly covered by the product warranty even in case the said product has been wrongly delivered.

Saukhya holds the sole discretion to determine whether a refund can be issued. For further information please read our Returns & Exchanges Policy.

## REFUNDS & RETURNS

Saukhya shall make all endeavours to deliver defect free products to the purchasers. Saukhya does not take title to any returned items purchased by the user unless the item is received by Saukhya. Any item purchased on our website does not qualify for any return unless the product delivered is damaged or has manufacturing defects or does not fit the customer (identified and accepted only on case by case basis at the sole discretion of Saukhya). The defective and/or damaged goods or products that do not fit thus received shall be communicated to Saukhya within 48 hours of its receipt. Any communication received after 48 hours of delivery shall not qualify for return unless expressly covered by the product warranty even in case the said product has been wrongly delivered.

Saukhya holds the sole discretion to determine whether a refund can be issued. For further information please read our Returns & Exchanges Policy.

## PRODUCT DESCRIPTIONS

Products displayed on Saukhya attempts to be as accurate as possible. However, Saukhya does not warrant that product descriptions or other content is accurate, complete, reliable, current, or error-free. If a product offered by Saukhya is not as described, your sole remedy is to contact Saukhya within 48 hours of receipt and Saukhya reserves the right to provide a solution as per its discretion. Saukhya is not liable to issue any refunds or allow exchanges and/or returns as a matter of policy.

## PRODUCT COMPLIANCE

Products displayed/ sold on the Saukhya website are manufactured/ procured as per the applicable Local Laws of India and are in conformity with the required Indian industry standards.

## PRODUCT PRICING DISCLAIMER

The prices displayed in our catalogues are quotes which may vary from country to country for the same product. Prices shown on the website both for India and in other International Countries are subject to change without prior notice. These prices only reflect the MRP and do not include shipping and taxes which may be extra as applicable.

## INACCURACY DISCLAIMER

From time to time there may be information on our Website or in our catalogue that may contain typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, and availability. Saukhya reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice.

## WARRANTIES & LIABILITY

All information, content, materials, products (including software) and other services included on or otherwise made available to you by Saukhya are provided on an AS IS and AS AVAILABLE basis, unless otherwise specified in writing. Saukhya makes no representations or warranties of any kind, express or implied, as to the operation of the services, or the information, content, materials, products (including software) or other services included on or otherwise made available to you through Saukhya, unless otherwise specified in writing. You expressly agree that your use of the website is at your sole risk.



Saukhya does not warrant that this Website will be constantly available, or available at all or that any information on this Website is complete, true, accurate or non-misleading.

We will not be liable to you in any way or in relation to the Contents of, or use of, or otherwise in connection with, the website. You acknowledge, by your use of this Website, that your use of this Website is at your sole risk, that you assume full responsibility for all risks associated with all necessary servicing or repairs of any equipment you use in connection with your use of this Website, and that Saukhya shall not be liable for any damages of any kind related to your use of this Website.

Though Saukhya shall make all endeavour to protect its websites from any viruses or other illegal use of its website. However we do not warrant that this site; information, Content, materials, product (including software) or services included on or otherwise made available to You through the website; its servers; or electronic communication sent from us are free of viruses or other harmful components. Nothing on website constitutes, or is meant to constitute, advice of any kind.

All the Products sold on website shall be solely governed by the Indian Laws. In the event we are unable to deliver such Products due to implications of different territorial laws, we will return or will give credit for the amount (if any) received in advance by us from the sale of such Product that could not be delivered to You. It is YOUR responsibility to ensure that the products purchased on this website is not restricted in your territory. Saukhya shall not be responsible for any non-compliance with regard to the local laws of that territory for any product available on this website.

Saukhya will not be liable for any damages of any kind arising from the use of any service, or from any information, content, materials, products (including software) or other services included on or otherwise made available to you through the website, including, but not limited to direct, indirect, incidental, punitive, and consequential damages, unless otherwise specified in writing.

## INDEMNITY

You agree to defend and indemnify Saukhya (and its officers, directors, agents, subsidiaries, affiliates, joint ventures, and employees) from and against all third party claims, suits, damages, claims and losses, including but not limited to reasonable attorneys' fees, or arising out of or related to your breach of this T&C, or your violation of

any law or the rights of a third party or any damage to life and/or property caused by the products delivered.

## BREACH

In the event you are found to be in breach of the Terms of Use or Privacy Policy or other rules and policies or if we are unable to verify or authenticate any information you provide or if it is believed that your actions may cause legal liability for you, other users or us, without limiting to the present, without prior notice immediately limit your activity, remove your information, temporarily/indefinitely suspend or terminate or block your membership, and/or refuse to provide you with access to this Website. Any user that has been suspended or blocked may not register or attempt to register with us or use the Website in any manner whatsoever until such time that such user is reinstated by us.

Notwithstanding the foregoing, if you breach the Terms of Use or Privacy Policy or other rules and policies, we reserve the right to recover any amounts due and owing by you to us and to take strict legal action including but not limited to a referral to the appropriate police or other authorities for initiating criminal or other proceedings against you.

Any breach of any applicable local laws of that territory shall also result in, without prior notice immediately limit your activity, remove your information, temporarily/indefinitely suspend or terminate or block your membership, and/or refuse to provide you with access to this Website.

If you have any questions regarding this, you can contact our Care Team at +919996688286 or send us regular mail addressed to: [care.saukhya@gmail.com](mailto:care.saukhya@gmail.com)

## SEVERABILITY

We reserve the right to make changes to our site, policies, Service Terms, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

## WAIVER

The failure by Saukhya to enforce at any time or for any period any one or more of the terms or conditions of the Agreement shall not be a waiver by Saukhya of them or of the right any time subsequent to enforce all Terms and Conditions of this agreement.

## FORCE MAJEURE

Failure on the part of Saukhya to perform any of its obligations and the non-furnishing of the Service, shall not entitle you to raise any claim against Saukhya or be a breach hereunder to the extent that such failure arises from an event of Force Majeure. If through force Majeure the fulfilment by either party of any obligation set forth in this Agreement will be delayed, the period of such delay will not be counted on in computing periods prescribed by this Agreement. Force Majeure will include any war, civil commotion, strike, governmental action, lockout, accident, epidemic or any other event of any nature or kind whatsoever beyond the control of Saukhya that directly or indirectly hinders or prevents Saukhya from commencing or proceeding with consummation of the transactions contemplated hereby. You expressly agree that lack of funds shall not in any event constitute or be considered an event of Force Majeure.

## DISPUTE RESOLUTION

This agreement shall be construed and the legal relations between YOU and Saukhya hereto shall be determined and governed according to the laws of India. If any dispute arises between you and Saukhya regarding your use of the Website or Your dealing with Saukhya in relation to any activity on the website, in connection with the validity, interpretation, implementation or breach of any provision of the Terms & Conditions and/or Privacy Policy including but not limited to the rules and policies contained herein, the dispute shall be subject to the exclusive jurisdiction to the Courts of New Delhi.

Your obligations to pay the Payment Fees shall not be suspended during the pendency of such proceedings.

## GRIEVANCE

Any grievances you have by way of use of the website can be addressed to the 'Customer Care' by way of email to [care.saukhya@gmail.com](mailto:care.saukhya@gmail.com)

The 'Customer Care' shall thereafter consider the same and provide a response within one month of the date of such complaint/ grievance.

## GOVERNING LAW

These Terms and Conditions or the documents of third party payment channels shall be governed and construed in accordance with the laws of India.

This document is an electronic record in terms of Information Technology Act, 2000 and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000.

## TERMS & CONDITIONS FOR SALE PERIOD

### During Sale

We usually include selected products on sale online ([www.shopsaukhya.com](http://www.shopsaukhya.com)) either simultaneously or independently.

We do our best to ship every product after all quality checks. Unless a wrong/ damaged piece has been shipped to the customer, we, unfortunately, do not accept the exchange or return of discounted products.

We understand that you might want to pick up a gift for someone during the sale. Our priority will be shipping out all your sale orders, so it will not possible for us to entertain gift wrapping requests.

All prices are inclusive of applicable taxes.

Sometimes, due to unfortunate events, if any online order cannot be partially/ fully delivered, it will be refunded within 15 days from confirmation of cancellation.

In case of any discrepancy in the pricing of a discounted product on account of human error, the amount that appears in the system will be deemed final.

We experience high volumes during the sale and will be unable to cancel any order due to shipment delays. However, we reserve the right to cancel an order on account of the non-availability of goods.

We try our best to fulfil every order. In a case a product in our inventory does not meet our quality check, we may have to cancel the order.

Accounting and encashment of credit notes would make those orders ineligible for any further exchanges or refunds.

All Shipping, Duties & Taxes for international orders will apply as per the rules of the shipping destination and will be borne by the customer.

Goods & Service Tax/ Sales Tax levied by Indian law, if applicable on exports, will be paid by Saukhya and will not be charged to the customer.

Saukhya domestically and internationally via its 3rd party partners and is unable to control any delays caused by city, region, country-specific shipping restrictions or any delays caused due to our 3rd party partners.

All T&Cs mentioned here are over and above our standard T&Cs.

Return and Exchange policy as applicable

Saukhya accepts Returns and Exchanges in the following instances:

- Product (s) delivered is inaccurate than the one ordered
- Product (s), delivered is damaged on receipt
- Product (s) delivered does not fit

In all the cases above, please be advised:

- The product being returned for exchange should be in unused condition, with its original tags intact. The product was not purchased on discount (not applicable for inaccurate or damaged deliveries)
- If the requisite size / design is not available immediately, refunds will not be made. Instead Saukhya will issue credit note or code which cardmember can redeem against a purchase from ampm.in within the next 90 days.
- The shipping costs for returning the product purchased for exchange will not be reimbursed.
- Send an e-mail to [care.saukhya@gmail.com](mailto:care.saukhya@gmail.com) to connect with Saukhya's Customer Care team. Saukhya's Customer Care team will ascertain the reasons for Returns & Exchanges and accordingly guide cardmember on the process.
- Do note, Returns & Exchanges for product (s) that are inaccurate than the one ordered and/ or delivered is damaged on receipt, the cost of return/ reverse shipping be borne by Saukhya.

- For Returns & Exchanges for product (s) that do not fit, the cost of return/ reverse shipping will be borne by you/ the customer. - You can return the goods within 10 business days of receiving it, in an unused, unwashed and unaltered condition, along with the original tags and the original sales invoice. Please use the services of a trusted courier agency of your choice to return the product. Please ensure that the return merchandise is securely packaged to avoid damage of goods in transit. If found damaged, the goods will not be replaced or refunded. - Once Saukhya will receive the package, their team will determine if it is fit for replacement and send cardmember an e-mail informing he/she of the same. If deemed fit for return, Saukhya will replace the returned items (subject to availability) or else issue a refund coupon for the same amount. The refund coupon must be redeemed against a purchase made in the next 90 days. The replaced item will be dispatched to cardmember's address immediately. If deemed not fit for return, Saukhya will send the goods back to cardmember. Processing and closing of an exchange issue may take 10 business days at Saukhya's end.

- Note: Saukhya also does not give any refund or return on their products bought on Sale or Special/ Discount Offers