

Terms and Conditions

PLEASE READ THESE TERMS OF USE ("AGREEMENT" OR "TERMS OF USE") CAREFULLY BEFORE USING THE WEBSITE AND SERVICES OFFERED BY SIDDHI AHUJA, SOLE PROPRIETOR ("AHANA"). THIS AGREEMENT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE WEBSITE AT WWW.AHANAJEWEL.COM (THE "SITE") AND ALL SERVICES PROVIDED BY AHANA ON THE SITE.

By using the Site in any manner, including but not limited to visiting or browsing the Site, you (the "user" or "you") agree to be bound by this Agreement, including those additional terms and conditions and policies referenced herein and/or available by hyperlink. This Agreement applies to all users of the Site, including without limitation users who are vendors, customers, merchants, contributors of content, information and other materials or services on the Site.

Membership Eligibility and Registration

Age:

Ahana's services are available only to, and may only be used by, individuals who are 18 years and older who can form legally binding contracts under applicable law. You represent and warrant that you are at least 18 years old and that all registration information you submit is accurate and truthful. Ahana may, in its sole discretion, refuse to offer access to or use of the Site to any person or entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Site is revoked in such jurisdictions. Individuals under the age of 18 must at all times use Ahana's services only in conjunction with and under the supervision of a parent or legal guardian who is at least 18 years of age. In these cases, the adult is the user and is responsible for any and all activities.

Account Information:

You must keep your account information up-to-date and accurate at all times, including a valid email address. You must use every effort to keep your password safe and should not disclose it to any other person. You shall not transfer or sell your User Name to any other person.

Ahana's services are not available to temporarily or indefinitely suspended Ahana members. Ahana reserves the right, in Ahana's sole discretion, to cancel unconfirmed or inactive accounts. Ahana reserves the right to refuse service to anyone, for any reason, at any time.

Intellectual Property Rights

Ahana is the sole owner or lawful licensee of all the rights to the web site and its content. Web site content means its design, layout, text, images, graphics, sound, video etc. The website content embodies trade secrets and intellectual property rights protected under worldwide copyright and other laws. All title, ownership and intellectual property rights in the website and its content shall remain with Ahana, its affiliates or licensor's of Ahana's content, as the case may be.

All rights, not otherwise claimed under this agreement or by Ahana, are hereby reserved. The information contained in this web site is intended, solely to provide general information for the personal use of the reader, who accepts full responsibility for its use. Ahana does not represent or endorse the accuracy or reliability of any information, or advertisements (collectively, the "content") contained on, distributed through, or linked, downloaded or accessed from any of the services contained on this web site, or the quality of any products, information or other materials displayed, or obtained by you as a result of an advertisement or any other information or offer in or in connection with the service.

We accept no responsibility for any errors or omissions, or for the results obtained from the use of this information. All information in this web site is provided "as is" with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to warranties of performance, merchantability and fitness for a particular purpose. Nothing herein shall to any extent substitute for the independent investigations and the sound technical and business judgment of the user(s). In no event shall Ahana be liable for any direct, indirect, incidental,

punitive, or consequential damages of any kind whatsoever with respect to the service, the materials and the products. User(s) of this site must hereby acknowledge that any reliance upon any content shall be at their sole risk.

The information presented here has been compiled from publicly aired and published sources. Ahana respects these sources and is in no way trying to infringe on the respective copyrights or businesses of these entities. Ahana reserves the right, in its sole discretion and without any obligation, to make improvements to, or correct any error or omissions in any portion of the service or the materials.

Trademark

"Ahana Jewel" the related icons, and logos is trademark or service marks of Ahana in various jurisdictions and are protected under applicable copyright, trademark and other proprietary rights laws. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.

Copyright

All content on this web site is the copyright of Ahana except the third party content and link to third party website on our website.

Ahana respects the intellectual property rights of others, and we expect our user(s) to do the same. We believe that user(s) agree that they will not copy, download & reproduce any information, text, images, video clips, directories, files, databases or listings available on or through the web site (the "Ahana content") for the purpose of re-selling or re-distributing, mass mailing (via email, wireless text messages, physical mail or otherwise), operating a business competing with Ahana, or otherwise commercially exploiting the Ahana content. Systematic retrieval of Ahana content to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes) without written permission from Ahana is prohibited.

In addition, use of the content for any purpose not expressly permitted in this Agreement is prohibited and may invite legal action. As a condition of your access to and use of Ahana's services, you agree that you will not use the web site service to infringe the intellectual property rights of others in any way. Ahana reserves the right to terminate the account of a user(s) upon any infringement of the rights of others in conjunction with use of the Ahana service, or if Ahana believes that user(s) conduct is harmful to the interests of Ahana, its affiliates, or other users, or for any other reason in Ahana's sole discretion, with or without cause.

Billing

Our billing related information are described with the respective product. Changes to the Billing information are effective after Ahana posts the same on the Site. However, Ahana may choose to temporarily change the Billing Policy for Ahana's services for promotional events; such changes are effective when Ahana posts the temporary promotional event on the Site. Unless otherwise stated, all billing is quoted in Indian Rupees (INR). All billing is subject to applicable taxes in accordance with law.

Binding Sale:

Listed items / products on the Site represent a binding offer at the set price to the users who comply with the conditions specified in the offer. The contract of purchase is formed when a user complies with the conditions specified in the offer and completes the checkout process. All sales are binding.

Buying

By purchasing an item you agree to be bound by the conditions of sale included in the item's description provided that those conditions of sale are not in breach of this User Agreement or otherwise unlawful. Ahana is not responsible for the side effects one might endure by the use of the products sold at Ahana.

Cancellation by Ahanajewel.com

Such situations are avoided but if raised please note that there may be certain orders that we are unable to accept and must cancel. We reserve the right, at our sole discretion, to refuse or cancel any order for any reason. Some situations that may result in your order being canceled include limitations on quantities available for purchase, inaccuracies or errors in product or pricing information, or problems identified by our credit and fraud avoidance department. 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 canceled or if additional information is required to accept your order. If your order is cancelled after your credit card has been charged, the said amount will be reversed back in your Card Account.

Can You cancel the Order?

The customer can only cancel the order within 24 hours of placing the order. No cancellations will be processed after 24 hours. Once you request the cancellation of item(s) in your order, it will take us a maximum of 4 business days to cancel the order and initiate a refund as per refund policy. You will be notified of the same.

Can You change shipping address after placing an order?

Please be advised that your shipping address cannot be revised after the order has been placed successfully.

Shipping Policy

What are the delivery charges?

Ahana provides free delivery for all items pan India. Shipping charges are applicable on international shipping orders and the same shall be confirmed prior to confirmation of such order.

What is the estimated delivery time?

If the item is in stock, it will be delivered in 12-15 days from the order date. While most items are delivered in 12-15 days, there are a few designs that may be delivered in 18-20 days. The accurate delivery time is mentioned on the respective page. For designs with size options, please select the required size and the current delivery estimate will be displayed below the availability message.

How will the delivery be done?

We send all packages via our delivery partner Shiprocket

How do You track my shipment?

We notify our customers via a shipment confirmation email within 24 hours of dispatching the product(s). This shipping confirmation email will have the couriers' tracking number and the link for tracking.

Customer not available at time of delivery.

If the courier / shipping company has made 3 attempts to deliver your package and you were not available to accept/receive the package then the courier / shipping company will abandon or destroy the shipment at their destination. However we recommend you to contact the local courier office along with your tracking number for an alternate delivery instruction. Please be aware that once the courier company destroys or abandons your shipment, we will not be responsible for not fulfilling the order.

If you wish to avail refund in such a case, we will refund only after we receive the returned shipment package and subsequently a deduction of two way return shipping charges will be applied.

Return policy.

We have a customer friendly return policy. You will have to just write us on contact@ahanajewel.com within 24 hrs from time of delivery & return steps will be given from our customer support executive, subject to discretion on acceptance of return by Ahana.

1. Provide us with the tracking details of the product along with reason for return. Without this, packages could get lost and replacement might be cancelled.
2. Mention the Order Number on the return package.

Last date of return shipping: 48 hours from date of delivery. We will not be able to accept returns if dispatched after 48 hours from date of delivery.

Return Shipping Cost:

The cost of return shipping will not be covered by Ahana. Please note that the return policy is NOT applicable on orders that are custom made or custom stitched.

Options after Return:

You can choose to do one of the following:

1. Request a replacement, either the same item or a different item from the website.
2. Request a coupon code of same value for purchase later on the website. Using the coupon code, you can select anything on the website upto the returned value.

Packaging Advice:

It is of utmost importance that the items do not get damaged on their return shipping. For Jewellery, please use cotton, bubble wrap, paper or foam to do some kind of padding around the product. In case of international parcels, the package should be returned with signature requirement upon delivery. This is done to ensure that we receive the parcel correctly/safely.

Conditions of Return

Jewellery must not be used (other than for trial), altered, washed, soiled or damaged in any way. Return is acceptable only within 7 days from date of delivery. Original tags and packaging should be intact. The packaging box should be undamaged.

What we do about mispricings

Despite our best efforts, a small number of the many thousands of items in our catalogue are mispriced. However, we verify prices as part of our dispatch procedures. If an item's correct price is lower than our stated price, we charge the lower amount and send you the item. If a product's correct price is higher than our stated price, we will cancel your order and notify you of that cancellation.

Cancellation of Fraudulent/Loss to business Orders

To provide a safe and secure shopping experience, we regularly monitor transactions for fraudulent activity. In the event of detecting any suspicious activity, Ahana reserves the right to cancel all past, pending and future orders without any liability. Ahanajewel.com also reserves the right to refuse or cancel orders in scenarios like inaccuracies in pricing of product on website and stock unavailability. 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 card has been charged, the said amount will be reversed to your Card Account. Any promotional voucher used for the cancelled orders may not be refunded.

The customer may be considered fraudulent if any of the following scenarios are met:

Customer doesn't reply to the payment verification mail sent by Ahana

Customer fails to produce adequate documents during the payment details verification

Misuse of another customer's phone/email

Customer uses invalid email and phone no.

Overuse of a voucher code

Customer returns the wrong product

Customer refuses to pay for an order

Customer is involved in the snatch and run for any order.

Damage

We try our best to deliver 100% good quality products, but unfortunately it may happen sometimes product is delivered damaged. In such case we require a video while unboxing the product to be sent to us within 24 hours from the time of delivery. Without photos sent in given time we will not be able to process replacement. Upon receiving the photo, our team will review the damage. If the damage is approved and a complaint is registered, we request you to kindly send the product back to us. If a replacement is in stock with us, we will reship the same to you. In case it is not available, you can request for a refund or a coupon for future purchases. But the final decision will be taken by Ahanajewel.com about refund. Investigation may take 3-4 days for international deliveries.

Color & Description Disclaimer

The details of the products or product specifications (for instance weight, color, handwork details, size, etc.) quoted with the product displays are only approximate values. While every endeavor has been made to accurately reproduce colors, there may be minor variations in color of the actual product because of differences in display output due to lighting and digital photography and color settings and capabilities of monitors. A customer must place an order keeping in mind this minor variation in color as seen on a computer screen against the actual color of the product received. Ahanajewel.com firmly believes that all the customers who order online are aware that colors seen on a monitor will be slightly different as compared to the actual items ordered. It is practically impossible for Ahana's Designers to replicate the same colors on a product as seen on your monitor. A variation in the shade selected by you is considered as a normal practice.

Embellishments missing or Coming off

We believe that customers who are ordering items with embellishments are aware of the fact that these shiny embellishments have a tendency to come off. Even with the best of handling and care this cannot be avoided altogether. Many a times during strict physical checking at the customs during transit, more than usual sequences and beads come off. Many a times it may happen that you open a box and find some pieces falling down on the floor. Or you wear the product and in few hours you might lose some of them. Do not panic or over-react because if you look with a magnifying glass at any such product worn by others, you will most certainly find some pieces missing or almost at a state of falling down.

Process for Pilferage Claim

If a customer raises a complaint for partial item/partial order through Customer Care, the customer is supposed to claim for pilferage within 24 hours of delivery failing which the claim will not be entertained.

An Email will be sent to contact@ahanajewel.com seeking / providing following information:

- Short description of the case (A few questions will be asked to help us understand the scenario)
- The snapshots of the packet and other box (If any) (Try to cover the sides which look tampered/damaged as per the customer)

The refund for prepaid orders will be done after investigation which usually requires 3-4 business day. The process will include investigation with the concerned departments.

The customer may not be liable for a refund if he/she falls in any of the scenarios stated below:

- Customer fails to provide adequate information about the case
- Customer fails to provide snapshots of the packet and box (if any)
- Customer must not dispose the packaging for 3-4 days post delivery and wait for next details to be sent by customer support team.

Refund Policy

Ahana reserves the sole right to accept or deny refunds and will act reasonably in the common interest of both parties involved. Purchases are only retractable in exceptional circumstances, such as when the product delivered is materially different from the item's description, a clear typographical error is made. In case of returns without delivery of product refund cannot be processed.

Prohibited Activities

All activities of users while using Ahanajewel.com or any service provided by Ahana shall be in accordance with legal regulations. Content provided by users on Ahanajewel.com shall not infringe legal regulations or these Terms & Conditions. Your information and your activities must not:

- be false, inaccurate or misleading;
- be offensive or menacing, abusive, defamatory;
- be obscene, indecent or contain child pornography;
- infringe any third party's copyright, patent, trade mark, trade secret or other proprietary rights or rights of publicity or privacy;
- be fraudulent or involve the sale of counterfeit or stolen items;
- be in breach of any applicable laws or regulations (including, but not limited to, laws governing export control, consumer protection, unfair competition, anti-discrimination, false advertising);
- copy, reproduce, modify, create derivative works from, distribute or publicly display any content (except for your information) from Ahanajewel.com without the prior expressed written permission of Ahana and the appropriate third party, as applicable.
- create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other sellers or customers;
- link directly or indirectly to or include descriptions of goods or services that are prohibited under these Terms & Conditions ;
- Violate this Agreement or any other Ahana policy or guidelines, or any applicable law, statute, ordinance or regulation.
- add a Ahana employee or a Ahana user, even a user who has purchased an item from you, to your mail list (email or physical mail) without their express consent after adequate disclosure;
- contain any computer viruses, macro viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer or to surreptitiously intercept, access without authority or expropriate any system, data or personal information;
- cause the Site to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of Ahanajewel.com is in any way impaired
- not use any robot, spider, scraper or other automated means to access the Site for any purpose without our express written permission
- be defamatory, trade libelous, unlawfully threatening, unlawfully harassing, impersonate or intimidate any person (including Ahana staff or other users), or falsely state or otherwise misrepresent your affiliation with any person, through for example, the use of similar email address, nicknames, or creation of false account(s) or any other method or device
- be obscene or contain pornography
- host images not part of a listing

Cancellation

Ahana reserves the right to cancel this User Agreement at any time and for any reason with a notice period of 7 days. Suspended users are not permitted to use Ahanajewel.com and to create a new user account. You can cancel the User Agreement at any time in writing to D-2 Ganga Sagar, Ganganagar Meerut UP 250001 or to contact@Ahanajewel.com

Liability & Warranty

IN NO EVENT SHALL AHANA, AND (AS APPLICABLE) AHANA'S OFFICERS, EMPLOYEES OR AHANA'S SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SITE, AHANA'S SERVICES, OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOST PROFITS, BODILY INJURY, EMOTIONAL DISTRESS, OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. AHANA'S LIABILITY, AND (AS APPLICABLE) THE LIABILITY OF AHANA'S, OFFICERS, EMPLOYEES, AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE

IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES YOU PAY TO AHANA IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, AND (B) INR1000. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Ahana is not liable for information on Ahanajewel.com provided by its users. We claim no intellectual property rights over the material provided by users of Ahanajewel.com.

No Guarantee:

Ahana does not guarantee continuous, uninterrupted access to the Site, and operation of the Site may be interfered with by numerous factors outside Ahana's control.

Indemnity:

YOU AGREE TO INDEMNIFY AND HOLD AHANA AND (AS APPLICABLE) AHANA'S PARENT, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, 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 THIS AGREEMENT OR THE DOCUMENTS IT INCORPORATES BY REFERENCE, OR YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF A THIRD PARTY

Notices

Except as explicitly stated otherwise, any notices to Ahana shall be given by certified mail, postage prepaid and return receipt requested to D-2 Ganga Sagar, Ganganagar, Meerut UP 250001, and any notices to you shall be given to you via the email address you provide to Ahanajewel.com during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing. Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to Ahanajewel.com during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing.

Disclaimer

We, our subsidiaries, officers, directors, employees and our suppliers provide the Site and the Services on an "as is" basis and without any warranty or condition, express, implied or statutory. We do not guarantee and do not promise any specific results from use of the Site and/or the Services. If any provision of this User Agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforceable. We reserve the right to alter these Terms & Conditions at any time. If the alterations constitute a material change to the Terms & Conditions, we will notify you via email according to the preference expressed on your account. What constitutes a "material change" will be determined at our sole discretion, in good faith and using common sense and reasonable judgement. You agree that this User Agreement and all incorporated agreements may be automatically assigned by Ahana, in our sole discretion, to a third party in the event of a merger or acquisition or any other event. You and Ahana are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this User Agreement. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. This User Agreement sets forth the entire understanding and agreement between us with respect to its subject matter. No oral explanation or oral information given by any party shall alter the interpretation of this User Agreement.

Governing Law And Dispute Resolutions

Terms and conditions of use agreement and/ or Agreement, Privacy Policy shall be governed in all respects by the laws of Indian Territory. The parties to this Agreement hereby submit to the exclusive jurisdiction of the courts of New Delhi, India.