

Privacy policy

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We respect the trademark that belongs to others. If you feel that your work has been imitated in any way or that it establishes copyright infringement, you can write to us at – info@aadvikfoods.com

CUSTOMER SOLICITATION

By gaining access to the Website or conveying any information or placing an order, you are communicating with the Company electronically and you agree to receive communications (including transactional, promotional and/or commercial messages) from the Company periodically, and as and when required. We may connect with you via e-mail, phone call, SMS, or by posting announcements on the Website or by any other mode of communication.

If you wish to withdraw your consent, you have the right to do so, by following the below stated opt-out procedure.

Opt-Out Procedure: You may choose to opt-out of the Customer Solicitation by sending your email addressed to: info@aadvikfoods.com.

LINKS TO THIRD-PARTY WEBSITES

This Site may contain links to third-party websites that are not owned or controlled by the Company. The Company assumes no responsibility for the content, terms and conditions, privacy policies, or practices of any third-party websites. In addition, the Company does not censor or edit the content of any third-party websites. By using this Site, you expressly release the Company from any and all liability arising from your use of any third-party website. Accordingly, the Company encourages you to be aware when you leave this Site and to review the terms and conditions, privacy policies, and other governing documents of each other website that you may visit.

DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THIS SITE SHALL BE AT YOUR OWN RISK AND THAT THIS SITE ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS". THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND/OR (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND THE COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE SAME.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, AND THIRD-PARTY SERVICE PROVIDERS WILL (I) CONSTITUTE LEGAL OR FINANCIAL ADVICE OR (II) CREATE A WARRANTY OF ANY KIND WITH RESPECT TO THIS SITE OR THE SERVICES FOUND AT THIS SITE, AND USERS SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, and shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.

LIMITATION OF LIABILITY

IN NO EVENT SHALL THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY DAMAGES THAT MAY RESULT FROM (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR

OTHERWISE) TO THIS SITE, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (V) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (VI) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (VII) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO, OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (VIII) ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE, AND/OR (IX) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ADDITION, You SPECIFICALLY ACKNOWLEDGE AND agree that any cause of action arising out of or related to this Site or the Services found at this Site must be commenced within one (1) year after the cause of action accrues, otherwise such cause of action shall be permanently barred.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.

INDEMNITY

You agree to protect, defend, indemnify and hold harmless, the Company and its officers, directors, employees, agents from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by the Company directly or indirectly arising from (i) your use of and access to this Site; (ii) your violation of any provision of this Agreement or the policies or agreements which are incorporated herein; and/or (iii) your violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.

DATA TRANSFER

If you are visiting this Site from a country other than the country in which our servers are located, your communications with us may result in the transfer of information across international boundaries. By visiting this Site and communicating electronically with us, you consent to such transfers.

AVAILABILITY OF WEBSITE

Subject to the terms and conditions of this Agreement and our policies, we shall use commercially reasonable efforts to attempt to provide this Site on 24/7 basis. You acknowledge and agree that from time to time this Site may be inaccessible for any reason including, but not limited to, periodic maintenance, repairs or replacements that we undertake from time to time, or other causes beyond our control including, but not limited to, interruption or failure of telecommunication or digital transmission links or other failures.

You acknowledge and agree that we have no control over the availability of this Site on a continuous or uninterrupted basis, and that we assume no liability to you or any other party with regard thereto.

DISCONTINUED PRODUCTS

The Company reserves the right to cease offering or providing any of the Products at any time, for any or no reason, and without prior notice. The Company will not be liable to you or any third party for any modification, suspension, or discontinuance of any of the Products we may offer or facilitate access to.

FEES AND PAYMENTS

You acknowledge and agree that your payment will be charged and processed by Aadvik Foods & Products Pvt. Ltd.

You agree to pay any and all prices and fees due for Products purchased or obtained at this Site at the time you order the Products.

The Company expressly reserves the right to change or modify its prices and fees at any time, and such changes or modifications shall be posted online at this Site and effective immediately without need for further notice to you.

RETURNS AND REFUNDS

You can visit the Company's Returns & Refunds page for the reference of the policies related to the Returns & Refunds.

NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

COMPLIANCE WITH LOCAL LAWS

The Company makes no representation or warranty that the content available on this Site are appropriate in every country or jurisdiction, and access to this Site from countries or jurisdictions where its content is illegal is prohibited. Users who choose to access this Site are responsible for compliance with all local laws, rules and regulations.

GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Delhi, India, to the exclusion of conflict of law rules.

DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to these Terms of Services will be settled by binding arbitration. Any such controversy or claim must be arbitrated on an individual basis, and must not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration must be conducted in Delhi, India, and judgment on the arbitration award may be entered into any court having jurisdiction thereof.

TITLES AND HEADINGS

The titles and headings of this Agreement are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein.

SEVERABILITY

Each covenant and agreement in this Agreement shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of this Agreement to be illegal, invalid, or otherwise unenforceable, the

remaining provisions (or portions of provisions) of this Agreement shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

Data Privacy

Aadvik Foods & Products Pvt. Ltd. ("Aadvik", "we", "us", "our") is committed to protecting your privacy and ensuring the security of your personal information. This Data Privacy Policy ("Policy") explains how we collect, use, disclose, and protect your personal data ("Personal Data") and sensitive personal data ("SPDI") in accordance with the Information Technology Act, 2000 ("IT Act") and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 ("SPDI Rules").

Personal Data We Collect

We may collect the following categories of Personal Data when you use our website or interact with us:

Contact Information: Name, email address, phone number, billing and shipping address.

Account Information: Username, password (hashed and secured), and security questions (if you create an account).

Usage Data: Browsing history, IP address, device information, and website activity.

Transactional Data: Order history, payment information (collected by our payment processor), and product preferences.

Sensitive Personal Data We Collect (if applicable)

Depending on the nature of your interaction with us, we may also collect SPDI, such as health information (required to fulfill specific orders). We will only collect SPDI with your explicit consent and only for the purpose of fulfilling your order.

Purpose of Data Collection and Use

We use your Personal Data and SPDI for the following purposes:

Providing and improving our services: Fulfilling your orders, processing payments, personalizing your experience, and providing customer support.

Communicating with you: Sending order confirmations, promotional emails (with your consent), and other relevant information.

Complying with legal obligations: Responding to court orders, legal inquiries, and regulatory requirements.

Security and fraud prevention: Detecting and preventing fraudulent activity and protecting our website and users.

Legal Basis for Data Processing

We process your Personal Data based on the following legal grounds:

Contract: To fulfill our contractual obligations with you (e.g., processing your order).

Consent: For specific purposes, such as sending promotional emails, we will obtain your explicit consent.

Legitimate Interests: We may use your data for our legitimate interests, such as website security, fraud prevention, and improving our services, provided these interests do not override your rights.

Disclosure of Information

We may disclose your Personal Data and SPDI to third-party service providers who assist us in operating our website or fulfilling your orders (e.g., payment processors, shipping companies). We will only disclose the information necessary for them to perform their services and will require them to protect your data in accordance with this Policy.

We may also disclose your Personal Data and SPDI to law enforcement agencies or other government officials as required by law. We will not disclose your information to any third party for marketing purposes without your consent.

Data Retention

We will retain your Personal Data and SPDI for as long as necessary to fulfill the purposes for which it was collected, comply with legal obligations, and resolve disputes. We will then securely delete or anonymize your data.

Your Rights

You have certain rights regarding your Personal Data and SPDI under the IT Act and SPDI Rules. These rights include:

Right to Access: You have the right to access a copy of your Personal Data and SPDI that we hold.

Right to Rectification: You have the right to request that we correct any inaccurate or incomplete Personal Data and SPDI.

Right to Erasure: You have the right to request that we erase your Personal Data and SPDI, subject to certain exceptions.

Right to Restrict Processing: You have the right to restrict how we process your Personal Data and SPDI.

Right to Object: You have the right to object to the processing of your Personal Data and SPDI for marketing purposes.

Right to Data Portability: You have the right to request that we transfer your Personal Data to another controller.

To exercise any of these rights, please contact our Grievance Officer (details below).

Security Measures

We have implemented comprehensive security measures to protect your Personal Data and SPDI from unauthorized access, disclosure, alteration, or destruction. These measures include:

Secure storage of data

Encryption of data at rest and in transit

Regular security audits and testing

Access controls and user authentication

Grievance Officer

In accordance with the Information Technology Act, 2000 and Rules made thereunder, the name and contact details of the Grievance Officer are provided below:

Mr. Aman Bhatt

Designation: Head of Customer Relations

AADVIK FOODS & PRODUCTS PRIVATE LIMITED

1st and 2nd Floor, Plot No. 381, F.I.E. Patparganj Industrial Area, Delhi, East Delhi, 110092

Contact: info@aadvikfoods.com

Phone: +91- 880 063 8181

Time: Mon – Sat (10:00 – 18:30)

Agency Collecting Information

The agency collecting or retaining the information, if any, is Aadvik Foods & Products Pvt. Ltd., located at 1st and 2nd Floor, Plot No. 381, F.I.E. Patparganj Industrial Area, Delhi, East Delhi, 110092.

Contact Information

If you have any questions or concerns regarding our privacy practices or this policy, please contact us at info@aadvikfoods.com

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