

## Privacy Policy

Girdhar Khadi Group referred to as GKG (also indicated as 'We', 'Us', 'Company' and 'Our') collects information from you when you fill out a form on our social media campaign or visit our website. We are committed to protect your personal information submitted to us. At Girdhar Khadi Group, accessible from [www.gkgindustries.in](http://www.gkgindustries.in), one of our main priorities is the privacy of our visitors. This Privacy Policy document contains types of information that is collected and recorded by Girdhar Khadi Group and how we use it.

If you have additional questions or require more information about our Privacy Policy, you can reach us directly. We have provided contact information in 'Contact Us' tab. This Privacy Policy applies only to our online activities and is valid for visitors to our website. This policy is not applicable to any information collected offline or via channels other than this website.

By using our website, you hereby consent to our Privacy Policy and agree to its terms.

### **Information we collect**

The personal information that you are asked to provide, and the reasons why you are asked to provide it, will be made clear to you at the point we ask you to provide your personal information.

If you contact us directly, we may receive additional information about you such as your name, email address, phone number, the contents of the message and/or attachments you may send us, and any other information you may choose to provide.

When you register for a dealership contact form, we may ask for your contact information, including items such as name, company name, address, email address, and telephone number.

### **How we use your information**

We use the information we collect in various ways, including to-

**We use information to contact you:** We might use the information you provide to contact you or for other promotional purposes.

**We use information to improve our products and services.** We might use your information to customize your experience with us. This could include displaying content based upon your preferences.

**We use information to look at site trends and customer interests.** We may use your information to make our website and products better. We may combine information we get from you with information about you we get from third parties.

**We use information for security purposes.** We may use information to protect our company, our customers, or our websites.

**We use information for marketing purposes.** We might send you information about special promotions or offers. We might also tell you about new features or products. These might be our own offers or products, or third-party offers or products we think you might find interesting. Or, for example, if you buy tickets from us we'll enroll you in our newsletter.

We use information as otherwise permitted by law.

Girdhar Khadi Group follows a standard procedure of using log files. These files log visitors when they visit websites. All hosting companies do this and a part of hosting services' analytics. The information collected by log files include internet protocol (IP) addresses, browser type, Internet Service Provider (ISP), date and time stamp, referring/exit pages, and possibly the number of clicks. These are not linked to any information that is personally identifiable. The purpose of the information is for analyzing trends, administering the site, tracking users' movement on the website, and gathering demographic information.

#### Cookies and Web Beacons

Like any other website, Girdhar Khadi Group uses 'cookies'. These cookies are used to store information including visitors' preferences, and the pages on the website that the visitor accessed or visited. The information is used to optimize the users' experience by customizing our web page content based on visitors' browser type and/or other information.

#### **Sharing of information with third-parties**

**We will share information with third parties who perform services on our behalf.** We share information with vendors who help us manage our online registration process or payment processors or transactional message processors. Some vendors may be located outside of India.

**We will share information with the event organizers.** We share your information with event organizers and other parties responsible for fulfilling the purchase obligation. The event organizers and other parties may use the information we give them as described in their privacy policies.

**We may share information if we think we have to in order to comply with the law or to protect ourselves.** We will share information to respond to a court order or subpoena. We may also share it if a government agency or investigatory body requests. Or, we might also share information when we are investigating potential fraud.

**We may share information with any successor to all or part of our business.** For example, if part of our business is sold we may give our customer list as part of that transaction.

**We may share your information for reasons not described in this policy.** We will tell you before we do this.

### **Updates to this policy**

This Privacy Policy was last updated on 12.12.2021. From time to time we may change our privacy practices. We will notify you of any material changes to this policy as required by law. We will also post an updated copy on our website. Please check our site periodically for updates.

### **Jurisdiction**

If you choose to visit the website, your visit and any dispute over privacy is subject to this Policy and the website's terms of use. In addition to the foregoing, any disputes arising under this Policy shall be governed by the laws of India.

## **TERMS OF SERVICE AGREEMENT**

LAST REVISION: 12<sup>th</sup> December 2021

PLEASE READ THIS TERMS OF SERVICE AGREEMENT CAREFULLY. BY USING THIS WEBSITE OR ORDERING PRODUCTS FROM THIS WEBSITE YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

This Terms of Service Agreement (the "Agreement") governs your use of this website, [www.gkgindustries.in] (the "Website"), Girdhar Khadi Group offer of products for purchase on this Website, or your purchase of products available on this Website. Girdhar Khadi Group reserves the right to change or revise the terms and conditions of this Agreement at any time by posting any changes or a revised Agreement on this Website. Girdhar Khadi Group will alert you that changes or revisions have been made by indicating on the top of this Agreement the date it was last revised. The changed or revised Agreement will be effective immediately after it is posted on this Website. Your use of the Website following the posting any such changes or of a revised Agreement will constitute your acceptance of any such changes or revisions. Girdhar Khadi Group encourages you to review this Agreement whenever you visit the Website to make sure that you understand the terms and conditions governing use of the Website. This

Agreement does not alter in any way the terms or conditions of any other written agreement you may have with Girdhar Khadi Group for other products or services. If you do not agree to this Agreement (including any referenced policies or guidelines), please immediately terminate your use of the Website. If you would like to print this Agreement, please click the print button on your browser toolbar.

## **I. PRODUCTS**

### Terms of Offer-

This Website offers for sale certain products (Fabric Care, Dishwash and Matic). You can view the range of products and download the catalogue. To place an order, you must fill the dealership form or contact directly.

### Proprietary Rights-

Girdhar Khadi Group has proprietary rights and trade secrets in the Products. You may not copy, reproduce, resell or redistribute any Product manufactured and/or distributed by Girdhar Khadi Group. Girdhar Khadi Group also has rights to all trademarks and trade dress and specific layouts of this webpage, including calls to action, text placement, images and other information.

### Sales Tax-

If you purchase any Products, you will be responsible for paying any applicable sales tax.

## **II. WEBSITE**

Use of Website; Girdhar Khadi Group is not responsible for any damages resulting from use of this website by anyone. You will not use the Website for illegal purposes. You will (1) abide by all applicable local, state, national, and international laws and regulations in your use of the Website (including laws regarding intellectual property), (2) not interfere with or disrupt the use and enjoyment of the Website by other users, (3) not resell material on the Website, (4) not engage, directly or indirectly, in transmission of "spam", chain letters, junk mail or any other type of unsolicited communication, and (5) not defame, harass, abuse, or disrupt other users of the Website

License. By using this Website, you are granted a limited, non-exclusive, non-transferable right to use the content and materials on the Website in connection with your normal, noncommercial, use of the Website. You may not copy, reproduce, transmit, distribute, or

create derivative works of such content or information without express written authorization from Girdhar Khadi Group or the applicable third party (if third party content is at issue).

### **III. DISCLAIMER OF WARRANTIES**

YOUR USE OF THIS WEBSITE AND/OR PRODUCTS ARE AT YOUR SOLE RISK. THE WEBSITE AND PRODUCTS ARE OFFERED ON AN "AS IS" AND "AS AVAILABLE" BASIS. Girdhar Khadi Group EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE PRODUCTS OR WEBSITE CONTENT, OR ANY RELIANCE UPON OR USE OF THE WEBSITE CONTENT OR PRODUCTS. ("PRODUCTS" INCLUDE TRIAL PRODUCTS.)

### **IV. LIMITATION OF LIABILITY**

Girdhar Khadi Group ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO THE WEBSITE CONTENT AND PRODUCTS AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNT YOU PAID, LESS SHIPPING AND HANDLING, FOR PRODUCTS PURCHASED VIA THE WEBSITE.

Girdhar Khadi Group WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS IN ANY MANNER, INCLUDING LIABILITIES RESULTING FROM (1) THE USE OR THE INABILITY TO USE THE WEBSITE CONTENT OR PRODUCTS; (2) THE COST OF PROCURING SUBSTITUTE PRODUCTS OR CONTENT; (3) ANY PRODUCTS PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH THE WEBSITE; OR (4) ANY LOST PROFITS YOU ALLEGE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### **V. INDEMNIFICATION**

You will release, indemnify, defend and hold harmless Girdhar Khadi Group, and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising out of (1) this Agreement or the breach of your warranties, representations and obligations under this Agreement; (2) the Website content or your use of the Website content; (3) the Products or your use of the Products (including Trial

Products); (4) any intellectual property or other proprietary right of any person or entity; (5) your violation of any provision of this Agreement; or (6) any information or data you supplied to Girdhar Khadi Group. When Girdhar Khadi Group is threatened with suit or sued by a third party, Girdhar Khadi Group may seek written assurances from you concerning your promise to indemnify Girdhar Khadi Group; your failure to provide such assurances may be considered by Girdhar Khadi Group to be a material breach of this Agreement. Girdhar Khadi Group will have the right to participate in any defense by you of a third-party claim related to your use of any of the Website content or Products, with counsel of Girdhar Khadi Group choice at its expense. Girdhar Khadi Group will reasonably cooperate in any defense by you of a third-party claim at your request and expense. You will have sole responsibility to defend Girdhar Khadi Group against any claim, but you must receive Girdhar Khadi Group prior written consent regarding any related settlement. The terms of this provision will survive any termination or cancellation of this Agreement or your use of the Website or Products.

## **VI. PRIVACY**

Girdhar Khadi Group believes strongly in protecting user privacy and providing you with notice of use of data. Please refer to Girdhar Khadi Group privacy policy, incorporated by reference herein, that is posted on the Website.

## **VI. AGREEMENT TO BE BOUND**

By using this Website or ordering Products, you acknowledge that you have read and agree to be bound by this Agreement and all terms and conditions on this Website.

## **VIII. GENERAL**

Force Majeure.

Girdhar Khadi Group will not be deemed in default hereunder or held responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, or boycott.

Cessation of Operation

Girdhar Khadi Group may at any time, in its sole discretion and without advance notice to you, cease operation of the Website and distribution of the Products.

Entire Agreement. This Agreement comprises the entire agreement between you and Girdhar Khadi Group and supersedes any prior agreements pertaining to the subject matter contained herein.

Effect of Waiver. The failure of Girdhar Khadi Group to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

Governing Law; Jurisdiction. This Website originates from the Karnal, Haryana. This Agreement will be governed by the laws of the State of Haryana without regard to its conflict of law principles to the contrary. Neither you nor Girdhar Khadi Group will commence or prosecute any suit, proceeding or claim to enforce the provisions of this Agreement, to recover damages for breach of or default of this Agreement, or otherwise arising under or by reason of this Agreement, other than in courts located in State of Haryana]. By using this Website or ordering Products, you consent to the jurisdiction and venue of such courts in connection with any action, suit, proceeding or claim arising under or by reason of this Agreement. You hereby waive any right to trial by jury arising out of this Agreement and any related documents.

Statute of Limitation. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website or Products or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Waiver of Class Action Rights. BY ENTERING INTO THIS AGREEMENT, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO JOIN CLAIMS WITH THOSE OF OTHER IN THE FORM OF A CLASS ACTION OR SIMILAR PROCEDURAL DEVICE. ANY CLAIMS ARISING OUT OF, RELATING TO, OR CONNECTION WITH THIS AGREEMENT MUST BE ASSERTED INDIVIDUALLY.

Termination. Girdhar Khadi Group reserves the right to terminate your access to the Website if it reasonably believes, in its sole discretion, that you have breached any of the terms and conditions of this Agreement. Following termination, you will not be permitted to use the Website and Girdhar Khadi Group may, in its sole discretion and without advance notice to you, cancel any outstanding orders for Products. If your access to the Website is terminated, Girdhar Khadi Group reserves the right to exercise whatever means it deems necessary to prevent unauthorized access of the Website. This Agreement will survive indefinitely unless and until Girdhar Khadi Group chooses, in its sole discretion and without advance to you, to terminate it.

Domestic Use. Girdhar Khadi Group makes no representation that the Website or Products are appropriate or available for use in locations outside India. Users who access the Website from outside India do so at their own risk and initiative and must bear all responsibility for compliance with any applicable local laws. Assignment. You may not assign your rights and obligations under this Agreement to anyone. Girdhar Khadi Group may assign its rights and obligations under this Agreement in its sole discretion and without advance notice to you.

BY USING THIS WEBSITE OR ORDERING PRODUCTS FROM THIS WEBSITE YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.