

Terms of Service

Terms and Conditions

By accessing this webpage, you are agreeing to be bound by these Terms and Conditions ("**Terms**") in a legally binding agreement between us ("**Merchant**" or "**us**" or "**we**" or "**our**") and the User ("**you**" or "**your**"). Please read these Terms carefully before accessing or using the Website. If you do not agree to the Terms, you may not access the Platform.

We reserve the right to update and change the Terms and Conditions by posting updates and changes to the Platform. You are advised to check the Terms and Conditions from time to time for any updates or changes that may impact you. If at any point such amendments are not acceptable to you, we advise you to cease using the Platform at such time.

1. **ELIGIBILITY**

2. You hereby represent and warrant that you have the right, power, and authority to agree to the Terms, to become a party to a legally binding agreement and to perform your obligations here under.

3. **DEFINITIONS**

4. "**Payment Instrument**" includes credit card, debit card, bank account, prepaid payment instrument, Unified Payment Interface (UPI), Immediate Payment Service (IMPS) or any other methods of payments which shall be developed or added or deployed by banks and financial institutions from time to time.

5. "**Platform**" refers to the website or platform where the Merchant offers its products or services and where the Transaction may be initiated.

6. "**Transaction**" shall refer to the order or request placed by the User with the Merchant to purchase the products and/or services listed on the Platform by paying the Transaction Amount to the Merchant;

7. "**Transaction Amount**" shall mean the amount paid by the User in connection with a Transaction; and

8. "**User/Users**", means any person availing the products and/or services offered on the Platform;

9. "**Website**" shall mean mobile application

10. **MERCHANT'S RIGHTS**

11. You agree that we may collect, store, and share the information provided by you in order to deliver the products and/or services availed by you on our Platform and/or contact you in relation to the same.

12. **YOUR RESPONSIBILITIES**

13. You agree to provide us with true, complete and up-to-date information about yourself as may be required for the purpose of completing the Transactions. This information includes but is not limited to the personal details such as name, email address, phone number, delivery address, age, and gender (or any other information that we may deem necessary for us to fulfil the Transaction) as well as the accurate payment information required for the transaction.

14. **PROHIBITED ACTIONS**

15. You may not access or use the Platform for any purpose other than that for which we make the Platform available. The Platform may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us

16. As a User of the Platform, you agree not to:

17. Systematically retrieve data or other content from the Platform to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.

18. Make any unauthorized use of the Platform, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.

19. Circumvent, disable, or otherwise interfere with security-related features of the Platform, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Platform and/or the Content contained therein.

20. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.

21. Make improper use of our support services or submit false reports of abuse or misconduct.

22. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.

23. Interfere with, disrupt, or create an undue burden on the Platform or the networks or services connected to the Platform.

24. Attempt to impersonate another user or person or use the username of another user

25. Use any information obtained from the Platform in order to harass, abuse, or harm another person.
26. Use the Platform as part of any effort to compete with us or otherwise use the Platform and/or the Content for any revenue-generating endeavor or commercial enterprise.
27. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Platform.
28. Attempt to bypass any measures of the Platform designed to prevent or restrict access to the Platform, or any portion of the Platform.
29. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Platform to you.
30. Copy or adapt the Platform's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
31. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Platform or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Platform.
32. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Platform.
33. Use the Platform in a manner inconsistent with any applicable laws or regulations.
34. **LIMITATION OF LIABILITY**
35. The User agrees that the only recourse that the User has in the event of receiving a defective product and/or deficiency in service or a product and/or service which does not match the provided description is to initiate the refund process which will be subject to the terms for refund under this agreement. We hereby expressly disclaim any liability to them for any losses.
36. The User shall indemnify and hold harmless the Merchant and its affiliates, agents and representatives from and against any and all claims, demands, causes of action, obligations, liabilities, losses, damages, injuries, costs and expenses incurred or sustained by reason of or arising out of any breach or alleged breach of any of the terms herein by the User
37. **GUIDELINES FOR REVIEWS**
38. We may provide you areas on the Platform to leave reviews or ratings. When posting a review, you must comply with the following criteria:
39. You should have firsthand experience with the person/entity being reviewed.
40. Your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language.
41. Your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability.
42. Your reviews should not contain references to illegal activity.
43. You should not be affiliated with competitors if posting negative reviews.
44. You should not make any conclusions as to the legality of conduct.
45. You may not post any false or misleading statements.
46. You may not organize a campaign encouraging others to post reviews, whether positive or negative.
47. We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners.
48. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform and/or distribute all content relating to reviews.
49. **GOVERNING LAWS & DISPUTE RESOLUTION**
50. Please note that these terms of use, their subject matter and their formation, are governed by the laws of India . You and we both agree that the courts of India will have exclusive jurisdiction over any dispute.
51. Any dispute or claim arising out of or in connection with or relating to these Terms or their breach, termination or invalidity hereof (" Dispute") shall be referred to and finally resolved by arbitration in Bengaluru in accordance with the Arbitration and Conciliation Act, 1996 for the

time being in force, which rules are deemed to be incorporated by reference in this clause 12.2.

52. Within 30 (thirty) days of the issue of a notice of Dispute, the parties shall mutually agree on the appointment of a sole arbitrator. If such mutual agreement is not arrived at within the aforesaid 30 (thirty) days' period, the parties shall appoint such sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996.
53. The seat of arbitration shall be India and the arbitration proceedings shall be conducted in the English language.
54. The parties shall keep the arbitration confidential and not disclose to any person, other than those necessary to the proceedings, any information, transcripts or award unless required to do so by law. The decision of the arbitrator shall be final and binding on all the parties hereto.
55. The parties hereto agree that their consent for resolution of Dispute through arbitration shall not preclude or restrain either of them from seeking suitable injunctive relief in appropriate circumstances from courts in Bengaluru.
56. The cost of arbitration shall be borne in the manner and by a party as determined by the arbitrators. In the meantime, each party shall bear its own cost for the arbitration which shall be reimbursed as per the directions in the arbitral award.
57. **GRIEVANCE REDRESSAL**
58. You agree that if you have any question or complaint with regard to any product and/or service availed on our Platform, or pertaining to the Transaction, including but not limited to, double debit of Transaction Amount, fraudulent Transaction, unauthorized Transaction, refund requests, etc., you may reach out reach@Highperformancealchemy.com
59. **DISCLAIMER**
60. That upon initiating a Transaction, you as a User are entering into a legally binding and enforceable contract with us to purchase the products and/or services, and you shall pay the price as listed on the Platform through legitimate and legal sources of funds and through the accepted Payment Instruments. That you shall provide accurate payment details to the secure payment system for making purchase on the Platform. The information provided by you may be utilized or shared with any third party if required in relation to fraud verifications or by law, regulation or court order. We expressly disclaim all liabilities that may arise as a consequence of any unauthorized use of a User's Payment Instrument. That all payments undertaken by you are subject to your own risk and volition. We shall not be liable for any loss or damage occurred to you arising directly or indirectly due to the decline of authorization for any Transaction, malfunction, errors and/or unscrupulous activities. If you receive a User identification code, order ID, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. The content on our Platform is provided for general information only. The information provided does not amount to advice from us in any manner and should not be relied upon. Where our Platform contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. This Platform includes information and materials uploaded by other Users of the Platform. You understand that such information and materials have not been verified or approved by us. The views expressed by other Users on our Platform do not represent our views or values. We do not guarantee that our Platform will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programs and platform to access our Platform. You must use your own virus protection software.

Privacy Policy

Welcome to High Performance Alchemy Pvt Ltd's Privacy Policy ("**Privacy Policy**" or "**Policy**").

This Policy outlines High Performance Alchemy Pvt Ltd (hereafter "**we**", "**us**", or "**our**") practices in relation to the storage, use, processing, and disclosure of personal data that you have chosen to share with us when you avail the products and services offered on or through the Platform (hereafter "**Services**"). This Policy sets out the basis on which any personal data we collect from or about you, or that you provide to us, will be processed by us. Capitalised words in the Policy shall have the same meaning ascribed to them in the Terms and Conditions ("**Terms**"). Please read this Policy in consonance with the Terms. By using our Services, you consent to the collection, storage, use, and disclosure of your personal data, in accordance with, and are agreeing to be bound by this Policy.

This Policy, together with any terms of the arrangement we have with you, applies to your use of the Services.

1. **THE DATA WE COLLECT ABOUT YOU**

2. We collect different types of personal data about you. This includes, but is not limited to:
3. **Identity and Profile Data**, such as your first and last name, username or similar identifiers, title, passwords, purchases, sales or orders of or through our Services, feedback, survey responses;
4. **Contact Data**, including email addresses, phone numbers, delivery addresses, billing addresses, business addresses;
5. **Transaction Data**, including details of the Services you have availed and a limited portion of the details related to the payments made in relation to the Transactions which are shared with us by our partner payment aggregator, UPI details and VPA details;
6. **Technical Data**, which includes your IP address, browser type, internet service provider, details of operating system, access time, page views, device ID, device type, frequency of visiting our website and use of the Platform, website and mobile application activity, clicks, date and time stamps, location data, and other technology on the devices that you use to access the Platform.
7. **Usage Data** which includes information about how you use the Services, your activity on the Platform, booking history, user taps and clicks, user interests, time spent on the Platform and page views.
8. **Marketing and Communications Data**, including your preferences in receiving marketing from us and our third parties and your communication preferences.
9. We also collect, use, and share aggregated data such as statistical or demographic data for any purpose. Aggregated data could be derived from your personal data but is not considered personal data under law as it does not directly or indirectly reveal your identity. However, if we combine or connect aggregated data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this Policy.
10. What happens if I refuse to provide my personal data? Where we need to collect personal data by law, or under the terms of a contract (such as the Terms), and you fail to provide that data when requested, we may not be able to perform the contract (for example, to provide you with the Services). In this case, we may have to cancel or limit your access to the Services.
11. **HOW DO WE COLLECT DATA ABOUT YOU?**
12. We use different methods to collect and process data about you.
13. **Direct Interactions.** You provide us your personal data when you interact with us. This includes personal data you provide when you:
 14. create an account or profile with us;
 15. use our Services or carry out other activities in connection with the Services;
 16. enter a promotion, user poll, or online surveys;
 17. request marketing communications to be sent to you; or
 18. report a problem with the Platform and/or our Services, give us feedback or contact us.
19. **Automated technologies or interactions.** Each time you visit the Platform or use the Services, we will automatically collect Technical Data about your equipment, browsing actions, and patterns. We collect this personal data by using cookies, web beacons, pixel tags, server logs, and other similar technologies. We may also receive Technical Data about you if you visit other websites or apps that employ our cookies.
20. **Information we receive from other sources including third parties.** We will receive personal data about you from various third parties such as:
 21. Identity and Profile Data and Contact Data from publicly available sources.
 22. Personal data about you from entities that we have partnered with, in order to provide you Services.
23. **HOW DO WE USE AND DISCLOSE DATA WE COLLECT?**
24. We will only use your personal data when the law allows us to. Most commonly, we will use your personal data where we need to provide you with the Services, or where we need to comply with a legal obligation. We use your personal data for the following purposes:
 25. to verify your identity to register you as a user, and create your user account with us on the Platform;
 26. to provide the Services to you;
 27. to monitor trends and personalise your experience;

28. to improve the functionality of our Services based on the information and feedback we receive from you and to improve our business and delivery models;
29. to improve customer service to effectively respond to your Service requests and support needs;
30. to track Transactions;
31. to send periodic notifications to manage our relationship with you including to notify you of changes to the Services, send you information and updates pertaining to the Services you have availed, and to receive occasional company news and updates related to us or the Services;
32. to market and advertise the Services to you;
33. to comply with legal obligations;
34. to administer and protect our business and the Services , including for troubleshooting, data analysis, system testing, and performing internal operations;
35. to perform our obligations that arise out of the arrangement we are about to enter or have entered with you;
36. to enforce our Terms; and
37. to respond to court orders, establish or exercise our legal rights, or defend ourselves against legal claims.
38. You agree and acknowledge that by using our Services and creating an account with us on the Platform, you authorise us, to contact you via email, phone, or otherwise. This is to provide the Services to you and ensure that you are aware of all the features of the Services and for related purposes.
39. You agree and acknowledge that any and all information pertaining to you, whether or not you directly provide it to us (via the Services or otherwise), including but not limited to personal correspondence such as emails, instructions from you, etc., may be collected, compiled, and shared by us in order to render the Services to you. This may include but not be limited to partner payment aggregator, other service providers that we have partnered with for providing Services, storage providers, data analytics providers, consultants, lawyers, and auditors.
40. You agree and acknowledge that we may share data without your consent, when it is required by law or by any court or government agency or authority to disclose such information. Such disclosures are made in good faith and belief that it is reasonably necessary to do so for enforcing this Policy or the Terms, or in order to comply with any applicable laws and regulations.
41. **TRANSFER OF PERSONAL DATA**
42. We comply with Applicable Laws in relation to storage and transfer of data. Strictly subject to the RBI's guidelines and regulations, we may, where the law permits, transfer and store the information and personal data you provide to us in countries other than India. This may happen if any of our servers are from time to time located in a country other than India, or any of our service providers is located in a country other than India.
43. If you use the Services while you are outside India, your information may be transferred, subject to Applicable Laws, to a country other than India in order to provide you with the Services.
44. By submitting your information and personal data to us, you agree to the transfer, storage, and processing of such information and personal data outside India in the manner described above.
45. **THIRD PARTY SERVICES**
46. Our Services may, from time to time, contain services provided by or links to and from the websites of our partner networks, advertisers, and affiliates ("**Third Party Services**"). Please note that the Third Party Services that may be accessible through our Services have their own privacy policies. We do not accept any responsibility or liability for the policies or for any personal data that may be collected through the Third Party Services. Please check their policies before you submit any personal data to such websites or use their services.
47. **COOKIES**
48. Cookies are small files that a site or its service provider transfers to your mobile phone or computer's hard drive through your web browser (if you allow) that enables the site or service providers' systems to recognise your browser and capture and remember certain information.
49. We use cookies to enable sessions and to help us understand and save your preferences for future visits, keep track of advertisements, and compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future. We may contact third-party service providers to assist us in better understanding our site visitors.

These service providers are not permitted to use the information collected on our behalf except to help us conduct and improve our business.

50. Additionally, you may encounter cookies or other similar devices on certain pages of the Services that are placed by third parties. We do not control the use of cookies by third parties. If you send us personal correspondence, such as emails or letters, or if other users or third parties send us correspondence about your activities in relation to the Services, we may consolidate such information into a file specific to you.

51. **DATA SECURITY**

52. We implement appropriate security measures and privacy-protective features on our Platform including encryption, password protection, call masking, and physical security measures to protect your personal data from unauthorised access and disclosure, and follow standards prescribed by applicable law.

53. Where you have chosen a password that enables you to access certain parts of the Services, you are responsible for keeping this password secret and confidential. We will not be responsible for any unauthorised use of your information, or for any lost, stolen, or compromised passwords, or for any activity on your user account due to such unauthorised disclosure of your password. In the event your password has been compromised in any manner whatsoever, you should promptly notify us to enable us to initiate a change of password.

54. **DATA RETENTION**

55. You are aware that your personal data will continue to be stored and retained by us for a reasonable period or for such period of time as permitted under Applicable Laws, after we accomplish the purpose for which it was collected.

56. **USER GENERATED CONTENT**

57. We invite you to post content on our Platform, including your comments, feedback, pictures, or any other information that you would like to be made available on our Platform. Please note that such content will be available to all visitors to our Platform and may become public. We cannot prevent such information from being used in a manner that is contrary to this Policy, applicable laws, or your personal privacy, and we disclaim all liability (express or implied) in this regard. Further, you agree to comply with all applicable laws in relation to the content uploaded or otherwise shared by you on our Platform. You understand and acknowledge that you will be solely responsible for any information published by you on our Platform that violates applicable laws.

58. **BUSINESS TRANSITIONS**

59. You are aware that in the event we go through a business transition, such as a merger, acquisition by another organisation, or sale of all or a portion of our assets, your personal data might be among the assets transferred.

60. **CHANGE IN PRIVACY POLICY**

61. We keep our Policy under regular review and may amend this Policy from time to time, at our sole discretion.

62. The terms of this Policy may change and if it does, these changes will be posted on this page and, where appropriate, notified to you by email. Please ensure that you review this Policy regularly.

63. **GRIEVANCE OFFICER**

64. You may contact us at reach@Highperformancealchemy.com with any enquiry relating to this Policy or an enquiry relating to your personal information (including reviewing or updating).

Shipping and Delivery Policy

You hereby agree that the delivery dates are estimates, unless a fixed date for the delivery has been expressly agreed in writing. The cost for delivery shall be calculated at the time of initiation of Transaction based on the shipping address and will be collected from you as a part of the Transaction Amount paid for the products and/or services. In the event that you do not receive the delivery even after seven days have passed from the estimated date of delivery, you must promptly reach out to us at reach@Highperformancealchemy.com