

Welcome to **Hemonta.com**. Hemonta.com provides website features and other products and services to you when you visit or shop at Hemonta.com.

**By using Hemonta.com Services, you agree to these conditions. Please read them carefully.**

By subscribing to or using any of our services you agree that you have read, understood and are bound by the Terms, regardless of how you subscribe to or use the services.

In these Terms, references to "you", "User" shall mean the user end, "Service Providers" mean independent third party service providers, and "we", "us" and "our" shall mean Hemonta Web Services, its franchisor, affiliates and partners.

## **Introduction**

The domain name www.Hemonta.com (referred to as "Website") is owned by Hemonta Web Services is a company incorporated under the Companies Act, 1994(Act XVIII of 1994).

By accessing this Site, you confirm your understanding of the Terms of Use. If you do not agree to these Terms, you shall not use this website. The Site reserves the right to change, modify, add, or remove portions of these Terms at any time. Changes will be effective when posted on the Site with no other notice provided. Please check these Terms of Use regularly for updates. Your continued use of the Site following the posting of changes to these Terms of Use constitutes your acceptance of those changes.

## **User Account, Password, and Security**

You will receive a password and account designation upon completing the Website's registration process. You shall be responsible for maintaining the confidentiality of your account & its password as well as all the transactions/requests done/received under your password or account. You agree to (a) immediately notify Hemonta.com of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Hemonta.com shall not be liable for any loss or damage arising from your failure to comply with the T&C.

## **Services**

Hemonta.com provides a number of Internet-based services through the Web Site (all such services, collectively, the "Service"). One such service enables users to purchase products from Hemonta.com. The Products can be purchased through the Website through various methods of payments offered. Upon placing an order, Hemonta.com shall ship the product to you and you shall be responsible for its payment.

## **Privacy**

The User hereby consents, expresses and agrees that he has read and fully understands the Privacy Policy of Hemonta.com. The user further consents that the terms and contents of such Privacy Policy are acceptable to him.

## **Limited User**

The User agrees and undertakes not to reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Website. Limited reproduction and copying of the content of the Website is permitted provided that Hemonta.com's name is stated as the source and prior written permission of Hemonta.com is sought. For the removal of doubt, it is clarified that unlimited or wholesale reproduction, copying of the content for commercial or non-commercial purposes and unwarranted modification of data and information within the content of the Website is not permitted.

## **User Conduct and Rules**

You agree and undertake to use the Website and the Service only to post and upload messages and material that are proper. By way of example, and not as a limitation, you agree and undertake that when using a Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information
- Upload files that contain software or other material protected by intellectual property laws unless you own or control the rights thereto or have received all necessary consents; you own or control the rights thereto or have received all necessary consents
- Upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Website or another's computer
- Conduct or forward surveys, contests, pyramid schemes or chain letters
- Download any file posted by another user of a Service that you know, or reasonably should know, cannot be legally distributed in such manner
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded
- Violate any code of conduct or other guidelines, which may be applicable for or to any particular Service
- Violate any applicable laws or regulations for the time being in force in or outside Bangladesh; and
- Violate abuse, unethically manipulate or exploit any of the terms and conditions of this Agreement or any other terms and conditions for the use of the Website contained elsewhere.

## **Product Description**

Hemonta.com attempts to be as accurate as possible. However, Hemonta.com does not warrant that product descriptions or other content of the site is accurate, complete, reliable, current, or error-free. If a product offered by Hemonta.com itself is not as described, your sole remedy is to return it in unused condition.

### **Links to Third Party Site**

The Website may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Hemonta.com or the Website and Hemonta.com is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Hemonta.com is not responsible for any form of transmission, whatsoever, received by you from any Linked Site. Hemonta.com is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Hemonta.com or the Website of the Linked Sites or any association with its operators or owners including the legal heirs or assigns thereof. The users are requested to verify the accuracy of all information on their own before undertaking any reliance on such information.

### **Abusing Hemonta.com**

As per these Terms, users are solely responsible for every material or content uploaded on to the Website. Users can be held legally liable for their contents and may be held legally accountable if their contents or material include, for example, defamatory comments or material protected by copyright, trademark, etc. Please report problems, offensive content and policy breaches to us. We work to ensure that listed items do not infringe upon the copyright, trademark or other intellectual property rights of third parties. If you believe that your intellectual property rights have been infringed, please notify our team and we will investigate.

### **Order Acceptance and Pricing**

Please note that there are cases when an order cannot be processed for various reasons. The Site reserves the right to refuse or cancel any order for any reason at any given time. You may be asked to provide additional verifications or information, including but not limited to phone number and address, before we accept the order. We are determined to provide the most accurate pricing information on the Site to our users; however, errors may still occur, such as cases when the price of an item is not displayed correctly on the website. As such, we reserve the right to refuse or cancel any order. In the event that an item is mispriced, we may, at our own discretion, either contact you for instructions or cancel your order and notify you of such cancellation. We shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your debit/credit card charged.

All prices posted on this website are subject to change without notice. Prices prevailing at commencement of placing the order will apply. Posted prices do includes all taxes and charges. In case there are any additional charges or taxes the same will be mentioned on the website.

### **Trademarks and Copyrights**

Unless otherwise indicated or anything contained to the contrary or any proprietary material owned by a third party and so expressly mentioned, Hemonta.com 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 Hemonta.com without obtaining authorization from Hemonta.com.

Notwithstanding the foregoing, it is expressly clarified that you will retain ownership and shall solely be responsible for any content that you provide or upload when using any Service, including any text, data, information, images, photographs, music, sound, video or any other material which you may upload, transmit or store when making use of our various Service. However, with regard to the product customization Service (as against other Services like blogs and forums) you expressly agree that by uploading and posting content on to the Website for public viewing and reproduction/use of your content by third party users, you accept the User whereby you grant a non-exclusive license for the use of the same.

## **Happy Return & Replacement Policy**

It's a rare case for Hemonta.com where customers didn't get their products unharmed. But sometimes we may fail to fulfill your expectations, sometimes situations aren't by our side. But there is now a "Bond of Trust" between customers and Hemonta.com, So, for further ensuring and encouraging this "Bond of Trust" Hemonta.com brings you The "Happy Return" policy. Where customers can return their books or products only if there's something wrong (Torn, Damage, Wrong Product, etc) with it. In that case Hemonta.com will give you fresh products in return. Because we believe that happiness should be returned if that happiness can't give you a smile. So, We returned it with proper happiness. We always want to bring a smile in your face and make you happier. We call this policy of ours "Happy Return".

If for any reason you are unsatisfied with your order, you may return it as long as your item meets the following criteria:

- It is within 03 Days from the delivery date.
- All items to be returned or exchanged must be unused and in their original condition with all original tags and packaging intact and should not be broken or tampered with.
- Refund/ replacement for products are subject to inspection and checking by Hemonta.com team.
- Damages due to neglect, improper usage or Digital content (e-book, software etc) will not be covered under our Returns Policy.
- Replacement is subject to availability of stock with the Supplier. If the product is out of stock, you will receive a full refund, no questions asked.
- Please note that the Cash on Delivery convenience charge and the shipping charge would not be included in the refund value of your order as these are non-refundable charges.
- If the item came with the free promotional items (including but not limited to gifts/ points/wallet money) the free item must also be returned/refunded.

### Reasons for returns & replacement:

- If your product is defective/damaged or incorrect/incomplete at the time of delivery, please contact us within the applicable return window. Your product may be eligible for refund or replacement depending on the product category and condition. Please see the detailed terms in the relevant category below.
- Please note that some products are not eligible for a return if the product is "No longer needed".
- You have to claim the return of the product within 3days. Sorry, a return isn't possible after the 3 days limit. You can reach our team for further questions 24/7 under [admin@Hemonta.com](mailto:admin@Hemonta.com)
- Please note that Hemonta.com is not obligated to refund the user's money what he/she paid until the product status changed to "Returned".

### How to return:

Contact Hemonta.com Customer Care team by calling 02-58157928 or by emailing [care@Hemonta.com](mailto:care@Hemonta.com) within 03 days after receiving your order.

There are two ways to return/replacement the product to us. In Dhaka City, we offer a free pick up service for your return/replacement. Other than Dhaka City, you have to send the product on your own to our office address.

Once we pick up or receive your return, we will do a quality check of the product at our end and if a return is valid, we will replace the product with a new one or we will proceed with the refund.

### **Refund Policy**

- The refund will be processed after we have completed evaluating your return.
- Replacement is subject to availability of stock with the Supplier. If the product is out of stock, you will receive a full refund, no questions asked.
- Please note that the Cash on Delivery convenience charge and the shipping charge would not be included in the refund value of your order as these are non-refundable charges.
- If you have selected Cash on Delivery (COD), there is no amount to refund because you haven't paid for your order.
- For payments made using a Credit Card, Debit Card, Mobile Banking or Bank Transfer, you will receive a refund in your respective.
- If online payment is made once more due to technical error, payment refund will be made.
- You will receive a refund anytime between 7-10 working days. If you do not receive refund within this time, please write to us at [care@Hemonta.com](mailto:care@Hemonta.com) and we shall investigate.

### **Our Policy for Gift orders**

Hemonta.com always wants to ensure customer's happiness. So, every single time we get a order we start processing it and try to make the delivery as soon as possible. But, sometimes in the delivery process some glitches happen. There can be some political issues, country environment or natural calamities that will slow us down but we ensure that the delivery is being made perfectly. So, if there any delay in the delivery process please don't be impatient, know that we are trying our best to deliver your happiness as early as possible.

If you want your ordered products on a fixed date then you have to notify us while ordering. We will try our best to make the delivery as soon as possible and give your products on that fixed date. But, after trying so hard if we can't make the delivery at the fixed time for country environment or any other reasons then Hemonta.com will not take any liability for this. Be sure that, We will try our best to make you feel special but sometimes we cannot do things we want to do so if there is some delay then we sincerely hope that you will understand the situation. Thank You.

### **Our Policy for Express orders**

Hemonta.com has introduced it's new service- Express Delivery. Now customers can get their desired products within 24 hours using this service. Initially , this service is restricted for Dhaka city only. And out of Dhaka you will get it within 72 hours max. Now you can get a premium service for not so high price than usual. The service charge for Express Delivery is only Tk 60. And yes, It's for any quantity of products. Hemonta.com will decide either the order is eligible for Express Delivery or not.

### **Order Cancellation**

You can cancel an order before the product has been shipped, by contacting our customer care team at 02-58157928 or you can cancel it by yourself through website.

### **Governing Law**

These terms shall be governed by and constructed in accordance with the laws of Bangladesh without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of the courts at Dhaka.

### **Legal Disputes**

If a dispute arises between you and Hemonta.com, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and 'Hemonta.com' agree that we will resolve any claim or controversy at law or equity that arises out of this Agreement or our services in accordance with one of the subsections below or as we and you otherwise agree in writing. Before resorting to these alternatives, we strongly encourage you to first contact us directly to seek a resolution. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as arbitration, as alternatives to litigation.

- **APPLICABLE LAW AND JURISDICTION:** These Terms and Conditions shall be interpreted and governed by the laws in force in Bangladesh. Subject to the Arbitration section below, each party hereby agrees to submit to the jurisdiction of the courts of Dhaka.
- **ARBITRATION:** Any controversy, claim or dispute arising out of or relating to these Terms and Conditions will be referred to and finally settled by private and confidential binding arbitration before a single arbitrator held in Dhaka, Bangladesh. The arbitrator shall be a person who is legally trained and who has experience in the information technology field in Dhaka and is independent of either party. Notwithstanding the foregoing, the Site reserves the right to pursue the protection of intellectual property rights and confidential information through injunctive or other equitable relief through the courts.

## **Discount Conditions**

Hemonta.com always wants to give you your desired products in the best possible market price. We always have different offers and discounts running on to make our customers happy and make them able to buy more and more products from Hemonta.com. But sometimes in some cases we cannot afford to give you proper discounts. Though we try our best to keep the price lesser for our beloved customers but sometimes we just can't. We cannot give discounts for the foreign products/books because their suppliers don't allow us to give any discounts at all.

## **Unauthorized Charges on your card**

If you see charges on your credit/debit card for purchases made on Hemonta.com, but you never created an account or signed up, please check with your family members or business colleagues authorized to make purchases on your behalf, to confirm that they haven't placed the order. If you're still unable to recognize the charge, please report the unauthorized purchase within 60 days of the transaction to enable Hemonta.com to begin an investigation.

## **Hemonta.com Gift Card - A Token of Trust**

Hemonta.com offers you "Hemonta.com Gift Card" as a token of trust for your continuous support and love for Hemonta.com. You can purchase this gift card from our website and gift it to your dear ones or yourself also. By having this gift card you can enjoy various discount offers and purchase products from Hemonta.com very easily.

Hemonta.com Gift Card is a gift card which you can buy from our website. This is a e-gift card, after your order we will send this virtual card to your account with a secret code printed. You have to redeem it at a time. Have a Hemonta.com Gift Card of your own and enjoy the ultimate happiness of shopping.

Terms and Conditions:-

- Hemonta.com Gift Card is a product of Hemonta Web services Ltd. incorporated under the laws of Bangladesh.

- Gift Cards can be purchased on [www.Hemonta.com](http://www.Hemonta.com) using the following payment modes - Card Payment (credit/Debit) and Mobile Payment Methods.
- Gift Cards cannot be used to purchase other Gift Cards.
- Gift Cards are redeemable only on the [www.Hemonta.com](http://www.Hemonta.com) website.
- Gift Cards are only valid on offers with a total final value greater than the gift card value. If the total value of purchase is less than the Gift Card, there will be no cash refund. Rest of the amount can be used in next transactions from [Hemonta.com](http://Hemonta.com)
- If the purchased amount is more than the gift card value, gift card holder will pay the additional amount to [Hemonta.com](http://Hemonta.com).
- Only one gift card can be redeemed per order.
- Gift Cards cannot be cancelled or modified.
- Gift Cards are transferable and can be given as a present.
- Gift Cards are not redeemable for cash or refunds.
- Gift Cards will expire after 6 months from the date of issue and any corresponding unused balance shall be forfeited thereafter.
- You are solely responsible for the safety and security of the Gift Cards. [Hemonta.com](http://Hemonta.com) is not responsible for any acts of omission or commission if Gift Card is lost, stolen or used without permission.

### **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, [Hemonta.com](http://Hemonta.com) reserves the right to cancel all past, pending and future orders without any liability. [Hemonta.com](http://Hemonta.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 [Hemonta.com](http://Hemonta.com)
- 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.
- Use of a special voucher not tagged to the email ID/phone number used.
- Customer returns the wrong product
- Customer refuses to pay for an order
- Customer is involved in the snatch and run for any order

The customer may be considered loss to business if any of the following scenarios are met:

- Customer with a very high return rate
- Invalid/Incomplete address cases

- Repeated request for monetary compensation for petty issues

Account for the customers falling in fraudulent or loss to business category may be blocked.

### 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 48 hours of delivery failing which the claim will not be entertained.
- An Email will be sent 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 eligible 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)
  - If an opened delivery was received, pilferage claims must be made the same day
  - Customer must not dispose the packaging for 3-4 days post delivery. We might need to pick-up your packaging for investigation at our end.

### **Indemnifications**

You agree to indemnify, defend and hold harmless Hemonta.com from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by Hemonta.com that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by you pursuant to these Terms.

### **Disclaimer of Warranties/Limitation of Liability**

Hemonta.com has endeavored to ensure that all the information on the Website is correct, but Hemonta.com neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data, information, product or Service. In no event shall Hemonta.com be liable for any direct, indirect, punitive, incidental, special, consequential damages or any other damages resulting from: (a) the use or the inability to use the Services or Products; (b) unauthorized access to or alteration of the user's transmissions or data; (c) any other matter relating to the services; including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Website or Service. Neither shall Hemonta.com be responsible for the delay or inability to use the Website or related

services, the provision of or failure to provide Services, or for any information, software, products, services and related graphics obtained through the Website, or otherwise arising out of the use of the website, whether based on contract, tort, negligence, strict liability or otherwise. Further, Hemonta.com shall not be held responsible for non-availability of the Website during periodic maintenance operations or any unplanned suspension of access to the website that may occur due to technical reasons or for any reason beyond Hemonta.com's control. The user understands and agrees that any material and/or data downloaded or otherwise obtained through the Website is done entirely at their own discretion and risk and they will be solely responsible for any damage to their computer systems or loss of data that results from the download of such material and/or data.

## **Payment, Shipping & Charges**

Hemonta.com offers Cash on Delivery (COD), Debit/Credit Card (VISA, Master Card, DBBL Nexus etc.), Payza, Mobile Banking (bKash, Nagad, DBBL Mobile Banking) as payment method.

We will arrange for shipment of the products to you. Shipping schedules are estimates only and cannot be guaranteed. We are not liable for any delays in the shipments. Sometimes, delivery may take longer due to bad weather, political disruptions and other unforeseen circumstances. Title and risk of loss and damages pass on to you upon the products delivery to you.

If a user has placed an order before, the wallet money will not be able to place a new order until the order is delivered. That is, the new order cannot be paid through the wallet until the previous order is successfully delivered.

In case of post office delivery customer have to carry all the postal charges and pay all charges in advance.

## **Promo Code Conditions**

Hemonta.com Promo code is a code which has a unique discount value. It generally counts discount on the total order amount of a single order.

Some conditions while applying a Promo code:

- The Promo code must be a valid one.
- Promo code contains maximum 500Tk discount.

## **Risk of Loss**

All items purchased from Hemonta.com are made pursuant to a shipment contract. This means that the Risk of Loss shall remain with Hemonta.com until the item is transferred to you. In the event that the items are damaged after receipt, the risk falls on the customer.

## **Fraud Protection Policy**

Hemonta.com realizes the importance of a strong fraud detection and resolution capability. We and our online payments partners monitor transactions continuously for suspicious activity and flag potentially fraudulent transactions for manual verification by our team.

In the rarest of rare cases, when our team is unable to rule out the possibility of fraud categorically, the transaction is kept on hold, and the customer is requested to provide identity documents. The ID documents help us ensure that the purchases were indeed made by a genuine card holder. We apologize for any inconvenience that may be caused to customers and request them to bear with us in the larger interest of ensuring a safe and secure environment for online transactions.

## **Termination**

- Hemonta.com may suspend or terminate your use of the Website or any Service if it believes, in its sole and absolute discretion that you have breached, violated, abused, or unethically manipulated or exploited any term of these Terms or anyway otherwise acted unethically.
- These Terms will survive indefinitely unless and until Hemonta.com chooses to terminate them.
- If you or Hemonta.com terminates your use of the Website or any Service, Hemonta.com may delete any content or other materials relating to your use of the Service and Hemonta.com will have no liability to you or any third party for doing so.
- You shall be liable to pay for any Service or product that you have already ordered till the time of Termination by either party whatsoever. Further, you shall be entitled to your royalty payments as per the User License Agreement that has or is legally deemed accrued to you.

## **Term and Policy updates**

We reserve the right to change or update these terms and policies at any time by placing a prominent notice on our site. Such changes shall be effective immediately upon posting to this site.