

TERMS OF USE

1. INTRODUCTION

- 1.1 This document is an electronic record in terms of the Information Technology Act, 2000 and rules thereunder as applicable. This electronic record is generated by a computer system and does not require any physical or digital signatures.
- 1.2 This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and terms of use for access or usage of this website/mobile application (“**Lead Generation Platform**”).
- 1.3 The website is owned and controlled by [**Carl Zeiss India (Bangalore) Private Limited**], a company incorporated under the Companies Act, 2013 with its registered office at Plot No. 3, HM Infor Park, Jigni Road, Bommasandra Industrial Area, Bommasandra, Bangalore. (Hereinafter referred to as the “**Company**”). However, any payment gateways or payment integrated links/software has only been integrated for seamless User payment settlements experience, to be transacted with the Seller. All data inputs by the User for utilizing the payment gateways shall be subject to the terms of use of the Seller’s data privacy policy or as per applicable laws.
- 1.4 These terms of use (“**Terms**”), including the various policies incorporated by reference in these Terms, govern your access to and use of this Lead Generation Platform and the underlying services provided by us through the Lead Generation Platform, including our SMS, APIs, email notifications, applications, buttons, widgets, ads, commerce services, and our other covered services that may link to these Terms (collectively, the “**Services**”), and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on or as a part of the Services (collectively referred to as “**Content**”). Your access to and use of the Services, however accessed, constitutes your agreement to be bound

by these Terms, which establishes a contractual relationship between You and Carl Zeiss India (Bangalore) Private Limited. When You use any of the Services provided by Us through the Lead Generation Platform, you will be subject to the rules, guidelines, policies, terms, and conditions applicable to such Service, and they shall be deemed to be incorporated into and shall apply in addition to these Terms. Any information or financial transaction that may be undertaken by you, shall be governed by the entity that may be handling such payment gateway and you are advised to go through the terms of use for such payment gateway.

1.5 By accessing the Lead Generation Platform, these terms will automatically apply to you. If you have any questions regarding our services, you can email us at customercare.in@zeiss.com.

2. CHANGES TO THE AGREEMENTS

2.1 We reserve the right, at our sole discretion, to change, modify, add or remove portions of these Terms, at any time without any prior written notice to you. It is your responsibility to review these Terms periodically for updates / changes. Your continued use of the Lead Generation Platform following the posting of changes will mean that you accept and agree to the revisions. As long as you comply with these terms, we grant you a personal, non-exclusive, nontransferable, limited privilege to access and use the services.

2.2 In the event a special feature with its own terms and conditions is offered, the same shall apply in addition to these terms. In case of a conflict of the terms and conditions of such special feature with these terms, the terms specific to the special feature shall prevail.

2.3 **In these Terms, unless the context otherwise requires, references to:**

- a. “Company” shall mean Carl Zeiss India (Bangalore) Pvt. Ltd. and as ascribed to it in Clause 1.3 above;

- b. “Final Product” shall mean complete spectacles i.e. Frames with Product mounted on it, such that the same may be used for its intended purposes by the User or their nominees;
- c. “Frames” shall mean spectacles prior to the Product being mounted on it and may or may not be Company’s brand.
- d. “Lead Generation Platform” shall mean this website, created with the sole intention of show casing world class spectacle lenses along with Frames, for generating leads for Users and potential end consumers.
- e. “Products” shall mean lenses and eye products showcased on the Lead Generation Platform as part of the selection Services, for intended purchase by User;
- f. “Seller” shall mean the Eye Care Professional (“ECP”) which is allocated to the User through the algorithm embedded in the Lead Generation Platform at the time of consummation of financial transaction;
- g. “User”, shall mean a physically identifiable person who, out of his volition explores the Lead Generation Platform with the intention of purchasing a Final Product influenced or based on his/her visualization of the Final Product on the Lead Generation Platform
- h. “We”, “we”, “Us”, “us” or “[Company’s Name]”, shall mean **[Parent Company’s Name]**, its affiliates, permitted assigns and partners, and the terms “Our” and “our” shall be construed accordingly; and
- i. “You”, “you”, “User” or “user”, shall mean any natural or legal person who has agreed to become an end user by accessing the Contents of the Lead Generation Platform, or using the website or the Services offered through the website, by providing some personal information, more

particularly described in the Privacy Policy and including but not limited to your name, address, mobile phone number and age, as well as at least one valid payment method (either a credit card or accepted payment partner) while registering on the website (“Registration Data”), and the terms “Your” and “your” shall be construed accordingly.

3. MEMBERSHIP ELIGIBILITY

3.1 Use of the Services is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. If you are a minor, i.e., under the age of 18 years, or are otherwise ‘incompetent to contract’ under the Indian Contract Act, 1872, you are not eligible to use the Services and you shall not register as a User of or transact on the Lead Generation Platform. If minors wish to transact on the Lead Generation Platform, all transactions shall be required to be made by their legal guardians/parents who must be registered Users of the Lead Generation Platform. We reserve the right to terminate your membership and/or refuse to provide you with access to the Services if it is brought to our notice or if it is discovered that you are under the age of 18 years or are ‘incompetent to contract’.

4. THE SERVICES

4.1 The Lead Generation Platform is only a medium that provides access to a technology platform, managed by Us, which enables Users to virtually see the Products and is assisted in selecting the Final Product. We are the provider of the Lead Generation Platform and are not a party to nor control in any manner any transaction between the Users and the Seller. You agree that We are only providing a platform for showcasing the length and breadth of the Final Product, and it is agreed that any contract for sale or delivery of any of the Products and Frames, as may be applicable, shall be a strictly bipartite contract between the

Seller and the User. We, our affiliates, permitted assigns or partners are not liable for any act undertaken by the Seller. You shall independently agree upon the manner and terms and conditions of delivery, payment, insurance etc. with the Seller that you transact with.

- 4.2 The revocable privilege to access does not include/permit resale or commercial use of the Lead Generation Platform or its Content, in any manner. We at our own discretion can modify and remove any Products from time to time without notice. We may also make applicable, at its discretion, additional terms and conditions specific to any category or section in addition to these Terms and your purchase of the Final Product.
- 4.3 We reserve the right to provide the Products in any area or city in India, as may be determined by the Company in its sole discretion. Before applying or registering for availing any of the Products, we request You to please check if the Products are available in Your area or city.
- 4.4 We do not: (i) adopt any “unfair trade practices” either on the Lead Generation Platform or otherwise with respect to the Products; or (ii) discriminate between Users of the same class or make any arbitrary classification of the Users.

5. PRICES AND DELIVERY CHARGES

- 5.1 The prices displayed on the Lead Generation Platform include the applicable statutory tax / Goods and Services Tax (GST), but do not include delivery charge. In the checkout view, the Seller will charge you the total cost for your purchase including delivery charge.

All the Products listed on the Lead Generation Platform will be displayed in Indian Rupees. The prices of the Products and Frames may be modified from

time to time. We endeavor to make available the Products and Frames at the best prices possible on the Lead Generation Platform.

6. ORDERING

- 6.1 The Lead Generation Platform shall display various Products. You add the Products and Frames you wish to order in your shopping bag by clicking on the “Add to Bag” button. In the shopping bag view, you can review your order and remove any item you have changed your mind about before proceeding to the checkout. When you place your order by clicking the “Proceed to Checkout” button, you are making a binding offer to Seller to purchase the items in the shopping bag.
- 6.2 On receipt of your order, we will send you an automatic email confirmation that your order has been placed. Please review the terms of sales that you shall enter into with the Seller prior to placing your order (“**Terms of Sales**”).

7. PAYMENT METHODS

- 7.1 Depending on your selected payment method, further steps may be required to finalize your payment which will be solemnized strictly between the Seller and You. Please note that the payment gateway through which the sale would be solemnized would also be the integrated payment gateway of the Seller and not that of the Company. To that extent, Company categorically disclaims any claims that You may have against any violation of applicable laws that may arise due to non-compliance by the Seller with respect to the data being collected by the Seller for the payment to be completed for Your purchase.
- 7.2 Subject to Clause 7.1 above, You can pay for the Products in various ways as set out below to the Seller. Depending on the payment method you choose, additional costs and terms may apply.

7.2.1 Payment before or at delivery

a. *Credit card or Debit card.*

You can enter your payment details at the time you place your order using a valid credit or debit card (VISA, Mastercard, Rupay or such other option(s) as offered at our Online Store). The applicable amount will immediately be debited from your card. The Seller reserves the right to check the validity of the credit or debit card, its credit status in relation to the order value and whether the address data of the purchaser is correct. The Seller may refuse orders depending on the result of these checks.

b. *UPI*

You may choose to pay your order with UPI. The order value will be debited from the associated bank account when you have placed your order at the checkout page.

7.3 You will receive your receipt/tax invoice in the order delivered by e-mail as per the Terms of Sales.

8. DELIVERY

8.1 In the checkout view, before placing your order, you will be informed of the estimated delivery time following Seller's approval of the order. You will receive a shipping confirmation email containing all relevant information about your order.

8.2 If for any reason whatsoever, the Seller cannot meet the delivery date, you will be kept informed thereof and offered a choice of either continuing with the purchase by setting an extended delivery time or cancelling the order with a full refund of the price paid. Please review the Terms of Sales for further information on delivery.

9. RETURNS

9.1 You may return the Product in an order, subject to the following conditions:

a. Wrong item being delivered other than what you had ordered in an order;
or

b. Items substantially damaged in quality at the time of delivery. You agree to give all requisite proofs including but not limited to images of the Final Product having issues.

9.2 You shall check the Final Product upon delivery and initiate exchange or return with the requisite proofs on the Lead Generation Platform. Our customer support shall contact you with the appropriate response for return or exchange of the items. If you choose to make a return, we will refund you the order value.

9.3 The refund will be made to the same payment method you used to place the order, within 10-15 business days of us receiving the items back. If you have not received your refund within 15 days, please contact Customer Service and we will help you.

10. WARRANTY

10.1 ECP shall be responsible to cater to the warranty and return of the Final Product within one (1) year from the date of purchase in case Customer is not satisfied with the same.

11. PRIVACY POLICY

11.1 Any information that you or other Users provide to us is subject to our Privacy Policy, which governs our collection and use of Your information. Please find the Privacy Policy [here](#).

12. COMMUNICATIONS

12.1 You hereby expressly agree to receive communications by way of SMS, telephone or calls, messaging apps like WhatsApp on the registered mobile number/or electronic communication, e-mails from us and third party authorized by us. By providing unambiguous consent for collecting Your data, You have given consent to the monitoring and recording, by us of any and all communications between you and us or its agents, employees, consultants, contractors, or representatives of ours or of their authorized partners, and such monitoring or recording waives any further notice or consent requirement under the applicable laws.

12.2 You can unsubscribe or opt out from receiving communications. In such case, we will only send communications solely required for the purposes of availing the Products by you.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 We own all intellectual property rights, 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 with regard to the Product, Lead Generation Platform software (including concepts, designs, etc.)

and any other Company related copyrighted material. You acknowledge and agree that you shall not use, copy, imitate, reproduce or distribute any content without obtaining authorization from us.

14. LIMITATION OF LIABILITY

14.1 Please read this section carefully as it limits the liability of ours and our parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors. Each of the clauses below only applies up to the maximum extent permitted under applicable law. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited.

14.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE LEAD GENERATION PLATFORM; OR (ii) UNAUTHORISED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

14.3 IN NO EVENT SHALL WE BE LIABLE FOR ANY LOSS THAT YOU MAY HAVE, WHETHER DIRECT OR INDIRECT AS THE LEAD GENERATION PLATFORM IS ONLY A PLATFORM FOR SHOWCASING AND GENERATING LEADS FOR THE FINAL PRODUCT. THE NO LIABILITY CONCEPT OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY

SUCH DAMAGE AND EVEN IF A REMEDY SET FORTH HEREIN, IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

14.4 Nothing on the Lead Generation Platform constitutes, or is meant to constitute, advice of any kind. Users are free to make their own choices and are free to purchase Products/Final Production of their own volition. All the Products and Frames that may be bought by the User, being assisted by the Lead Generation Platform shall be subject to the Terms of Sales.

14.5 The Users of the Lead Generation Platform are expected to update his/her said downloadable versions of the same, on regular basis, so that he/she can avail the latest services and is duly aware of any change(s) in our policy. By registering your phone number with us, you consent to be contacted by the Seller via phone calls and/or SMS and/or Pop-up notifications, in case of any order or shipment or delivery related updates.

15. INDEMNIFICATION

15.1 You agree to indemnify, defend and hold us harmless, our associates and partners 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 us that arise out of, result from, or may be payable by virtue of, any breach or a law or any right of any user including but not limited to intellectual property rights of a third party or a user or non-performance of any representation, warranty, covenant or obligation to be performed by you pursuant to these Terms.

16. GOVERNING LAW

16.1 These Terms shall be governed by and constructed in accordance with the laws of India. Any disputes arising in relation hereto shall be subject to the exclusive jurisdiction of the courts at Bangalore, India.

17. DISPUTE RESOLUTION POLICY

17.1 Generally, transactions are conducted smoothly on the Lead Generation Platform. In the unlikely event that we are unable to resolve a complaint with you directly, you have the right to refer the dispute to the Grievance Officer.

17.2 In Compliance with the Consumer Protection (E-Commerce) Rules, 2020, the details of the Grievance Officer as mentioned below:

Grievance Officer:

Name: Mahalakshmi PG

Designation: Head of Legal Email:

mahalakshmi.pg@zeiss.com

Address:

Carl Zeiss India (Bangalore) Pvt. Ltd.

Plot No. 3, Jigani Link Road

Bommasandra Industrial Area Bangalore,

India.

17.3 We adhere to all applicable laws including mandatory consumer protection legislation and we have no intention of excluding or restricting such rights You may have through these terms.

18. GENERAL PROVISIONS

18.1 *Notices*: All notices from us shall be served to you to your registered email address or through SMS on the registered mobile number or by general notification on the Lead Generation Platform.

18.2 *Assignment*: You cannot assign or otherwise transfer any rights granted hereunder to any third party. Our rights under the Terms are freely transferrable to our successor or any third party without the requirement of seeking your consent.

18.3 *Severability*: If, for any reason any provision of the Terms, or any portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Terms shall continue in full force and effect.

19. COMPANY INFORMATION

Company Name:

Carl Zeiss India (Bangalore) Private Limited Registered

Office:

Plot No. 3, Jigani Link Road, Bommasandra Industrial Area, Bangalore 560099

Registration Number:

CIN: U33125KA2009PTC049465

Contact Details: Customer Service

Email: support@specslounge.com

Phone: +91 80 4343 8292