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2. **Privacy:** Please review our Privacy Policy, which also governs your visit to Mirakul.in, to understand our practices. The personal information / data provided to us by you during the course of usage of Mirakul.in will be treated as strictly confidential and in accordance with the Privacy Policy and applicable laws and regulations. If you object to your information being transferred or used, please do not use the website.

3. **E-Platform for Communication:** You agree, understand and acknowledge that the website is an online platform that enables you to purchase products listed on the website at the price indicated therein at any time from any location.

4. **Access to Mirakul.in:** We will do our utmost to ensure that availability of the website will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed. Also, your access to the website may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services at any time without prior notice. We will attempt to limit the frequency and duration of any such suspension or restriction.

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- for fraudulent purposes, or in connection with a criminal offense or other unlawful activity
- to send, use or reuse any material that does not belong to you; or is illegal, is offensive (including but not limited to material that is sexually explicit content or which promotes racism, bigotry, hatred or physical harm), deceptive, misleading, abusive, indecent, invasive of another's privacy, including bodily privacy, insulting or harassing on the basis of gender, blasphemous, defamatory, libelous, obscene, pornographic, pedophilic, or menacing; racially or ethnically objectionable, or disparaging; in breach of copyright, trademark, patent, confidentiality, privacy or any other proprietary information or right; or is otherwise injurious to third parties or relates to or promotes money laundering or gambling or promotes enmity between different groups on the grounds of religion or caste with the intent to incite violence; or is harmful to minors in any way; or impersonates another person; or threatens the unity, integrity, defence, security or sovereignty of India or friendly relations with foreign States or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting other nation; or objectionable or otherwise unlawful in any manner whatsoever; or which consists of or contains software viruses or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource, political campaigning, commercial solicitation, chain letters, mass mailings or any spam;
- to deceive or mislead the addressee about the origin of messages.

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 - d. You represent and warrant that you own or otherwise control all of the rights to the content that you post or that you otherwise provide on or through the website; that, as at the date

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 - mandatory notices and information provided by applicable laws, and the expiry date of the good being offered for sale, where applicable; .
 - goods and services offered for sale by the seller including country of origin which are necessary for enabling the consumer to make an informed decision at the pre-purchase stage.
 - importer and the guarantees related to the authenticity or genuineness of the imported products; and.
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11. **Indemnity and Release**

You shall indemnify and hold harmless Mirakul Industries Private Limited, its subsidiaries, affiliates and their respective officers, directors, agents and employees, from any claim or demand, or actions including reasonable attorney's fees, made by any third party or penalty imposed due to or arising out of your breach of these Conditions of Use or any document incorporated by reference, or your violation of any law, rules, regulations or the rights of a third party.

You hereby expressly release **MiRaNa Industries Private Limited** and/or its affiliates and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions/inactions of the vendors and specifically waiver any claims or demands that you may have in this behalf under any statute, contract or otherwise.

12. **Children**

Use of Mirakul.in is available only to persons who can form a legally binding contract under the Indian Contract Act, 1872. If you are a minor i.e. under the age of 18 years, you may use Mirakul.in only with the involvement of a parent or guardian.

13. Communications

When you visit Mirakul.in, you are communicating with us electronically. You will be required to provide a valid phone number while placing an order with us. We may communicate with you by e-mail, SMS, phone call or by posting notices on the website or by any other mode of communication. For contractual purposes, you consent to receive communications (including transactional, promotional and/or commercial messages), from us with respect to your use of the website and/or your order placed on the website.

14. Losses

We will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss that is not reasonably foreseeable to both you and us when you commenced using the website.

15. Alteration of Service or Amendments to the Conditions

We reserve the right to make changes to our website, policies, and these Conditions of Use at any time. You will be subject to the policies and Conditions of Use in force at the time that you use the website or that you order goods from us, unless any change to those policies or these conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by you). If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

16. Events beyond our reasonable control

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

17. Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

18. Governing law and Jurisdiction

These conditions are governed by and construed in accordance with the laws of India. You agree, as we do, to submit to the exclusive jurisdiction of the courts at Bengaluru.

19. Customer Complaint Details

The details pertaining to each customer complaint lodged (including the status of the complaint and tracking details) are provided in the return e-mails which are sent back to the customers.

For any other details Mirakul.in can be contacted at the below address:

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