



OVS INDIA RETAIL PRIVATE LIMITED

TERMS AND CONDITIONS

In the event that you do not agree to the entirety of these Terms and Conditions without any limitation, qualification, or exclusion, you must mandatorily cease, desist, and refrain from accessing or using this website/application in any manner whatsoever.

These Terms and Conditions, constitute a legal agreement (“**Agreement**”), is an electronic record in the form of an electronic agreement formed under the applicable law. This Agreement does not require any physical, electronic, or digital signature. This Agreement is a legally binding document between you as an individual and/ or you acting in the capacity of an agent on behalf of another entity/ individual (“Participants”/“Visitor”/“User”/ “You”/ “Your”) and OVS India Retail Private Limited (“Company”, “Platform”, “we”, “us”, and “our”). This website/application is owned and operated by the Company, having its registered office at Plot No. 2, 2nd floor – Shambhu Dayal Marg, Kalkaji Road, New Delhi – 11002 and your usage of the same is subject to the terms and conditions specified herein as follows.

For the purposes of this Agreement, the Company and you shall be individually referred to as “**Party**” and collectively as “**Parties**”.

1. SCOPE AND ACCEPTANCE OF TERMS:

Notwithstanding any other agreement or contractual arrangement executed by you, this Agreement governs access to and utilization of the Platform and Services in connection with the Loyalty Program “OVS FRIENDS”, as well as any further



online and offline business operations carried out by the Company, including enrolment, participation, point accumulation, redemption of benefits, and related promotional activities, for the purpose of defining the rights, and obligations, and duties of the Parties in relation thereto.

By visiting, registering and/or accessing and utilising the Platform in any manner whatsoever, or by participating in the Company's Loyalty Program "OVS FRIENDS" or engaging in any of the Company's further online or offline business operations, you hereby agree to be bound to the duties and obligations detailed herein and to maintain adherence to the covenants, representations and warranties stipulated under this Agreement. You further understand and agree that the Company may at its sole and absolute discretion choose to undertake any alteration, change or modification to this Agreement without any prior notice necessitated to you with your continued access or usage of the Platform confirming your unconditional assent to any such alteration, change or modification that is undertaken by the Company.

2. OWNERSHIP OF RIGHTS:

Any use of this Platform or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use, is prohibited without the explicit permission of the Company. All content on this site, including but not limited to text, graphics, images, logos, software, audio, video, design, and layout (the "Content"), is the exclusive property of the Company or its licensors and is protected under applicable intellectual property laws in India and internationally. This site is designed, updated, and maintained by the Company or its licensors or its

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duly authorized representative(s). You shall not modify, publish, transmit, transfer, sell, reproduce, create derivative work from, distribute, repost, perform, display, or in any way commercially exploit any of the content available on the Platform.

We do not guarantee the accuracy or reliability of any content.

Users submitting or posting content (including comments, reviews, or other material) on the site, grant the Company a non-exclusive, worldwide, royalty-free, perpetual, irrevocable license to use, reproduce, modify, publish, distribute, and display such content in connection with the site.

Users are solely responsible for any content they submit. They warrant that they own the intellectual property rights or have the necessary permissions to submit such content.

3. GENERAL TERMS AND CONDITIONS:

- i. By being eligible to use and by accessing or utilising the Platform, engaging through any other mode of communication, participating in the Company's Loyalty Program "OVS FRIENDS", engaging in any of the Company's further online or offline business operations, or making any purchase during the aforesaid tenure, you hereby agree to be bound by these Terms and Conditions.
- ii. You are hereby authorised to use the website for lawful purposes and for the purposes as mentioned under the policies of the Company and the browser

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only, any violation of the policy will lead to strict legal action against you in terms of the policies and applicable laws;

- iii. All services offered on the Platform are genuine.
- iv. The Company strives to provide accurate services and pricing information, but typographical and other errors may occur. In the event that a service is listed at an incorrect price or with incorrect information due to an error in pricing or service information, the Company may, at its discretion, either contact you for instructions or cancel your service and will notify you about such cancellation.
- v. The Company shall have right to modify the price of a service any time, without any prior information.
- vi. The Company reserves the right, at its sole discretion, to change, modify, add or remove portions of this document, at any time without any prior written notice to you.
- vii. The User understands that all Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such Content originated. This means that you, and not the Company, are entirely responsible for all Content that you create, upload, post, email, transmit, communicate or otherwise make available through the Services. The Company does not control the Content posted through the Services and, as such, does not guarantee the accuracy, integrity, or quality or legality of such Content. You understand that by using the Services, you may be exposed to Content that you may consider to be offensive, indecent or objectionable. If you believe that any Content violates these Terms and Conditions, please notify us immediately at our toll-free number 1800 889 9131 or you can send us an email at customer.care@ovs.in.

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- viii. We will make reasonable endeavours to remove objectionable Content complained about within a reasonable time in accordance with applicable law. However, under no circumstances will the company be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of, or reliance on, any Content posted, emailed, transmitted or otherwise made available through the Services.

4. USAGE RESTRICTIONS:

You shall not use the Platform for any of the following purposes:

- i. Disseminating any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material.
- ii. Transmitting material that encourages conduct that breaches any relevant laws, regulations or code of practice.
- iii. Gaining unauthorised access to other computer / network systems.
- iv. Interfering or disrupting networks or websites connected to the Platform.
- v. Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.

You are not permitted to host, display, upload, modify, publish, transmit, update or share any information on the Platform that

- vi. belongs to another person and to which you do not have any right to;
- vii. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially,

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ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;

- viii. harm minors in any way;
- ix. infringes any patent, trademark, copyright or other proprietary rights;
- x. violates any law for the time being in force;
- xi. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- xii. impersonate another person;
- xiii. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource including the Platform;
- xiv. threatens the unity, integrity, defence, security or sovereignty of India, 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 any other nation.

You are also prohibited from:

- i. violating or attempting to violate the integrity or security of the Platform or its content;
- ii. intentionally submitting on the Platform any incomplete, false or inaccurate information;
- iii. using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Platform;

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- iv. attempting to decipher, decompile, disassemble or reverse engineer any part of the Platform;
- v. copying or duplicating in any manner any of the content on the Platform or other information available from the Platform;
- vi. framing or hotlinking or deep linking any content on the Platform.
- vii. using bots, scripts, or any automated methods to manipulate our services.
- viii. attempting to hack, disrupt, or interfere with the functionality of our services.
- ix. accessing the source code of the software or services, whether to create derivative works or otherwise.
- x. remove any proprietary notices from the Services
- xi. attempt to decompile, reverse engineer, disassemble or hack the Services (or any portion thereof) or any network connected with the Services, or to attempt to breach, defeat or overcome any authentication measures, encryption technology or security measures implemented by the company with respect to the Services, any network connected to or associated with the Services, and/or any data transmitted, processed or stored by the company;
- xii. upload, post, email, transmit or otherwise make available any Content containing any software viruses or any other computer code, file or program designed to interrupt, destroy, alter and/or limit the functionality of the Services and/or any computer resource belonging to the company or its Users.

5. LOYALTY PROGRAM

- i. Enrolment Initiation and Access



- a. Participation in the OVS Loyalty Program (the “Program”) is open exclusively to recipients of the relevant promotion who subscribe to an OVS Loyalty Card (“OVS CARD”) and accept the terms and conditions set forth herein.
- b. Subscription to the OVS CARD is reserved exclusively for **natural persons of legal age residing in the territory of the Republic of India**. Each OVS CARD is issued **free of charge**, has **no expiration date**, is **personal and non-transferable**, and may be used solely by the registered holder at participating stores in the Program.
- c. To obtain an OVS CARD, the holder must provide the required **personal and contact details**, which shall be processed in accordance with applicable data protection legislation. No cash refunds shall be provided for purchases made using the OVS CARD, except as expressly required by law.
- d. In the event of **loss or theft** of the OVS CARD, the holder must promptly request its blocking and the free issuance of a replacement card at any participating store.
- e. Upon issuance of the OVS CARD, the holder will receive a **digital version of the card via email**, which may be used immediately, along with a summary of the data provided and any consent(s) given. The Company shall not be held responsible for non-receipt or delayed receipt of the digital card due to causes beyond its control, including, without limitation:
 - Provision of an incorrect, incomplete, non-existent, or inactive email address.
 - Full or disabled mailbox.

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- Lack of response from the host server.
 - Email address included in a blacklist; or
 - Automatic routing of the communication to the spam or promotions folder
- f. **Enrolment in the Program is free of charge.** No purchase is required to enrol or maintain membership. Purchases are only necessary for the accumulation of loyalty points (“Points♥”).
- g. The Loyalty Program shall be effective from **September 14, 2025** (hereinafter referred to as the “Validity Period” or the “Promotional Period”).
- h. This Program is open exclusively to holders of **OVS loyalty cards** (hereinafter referred to as “Participants”), including employees of the Company, who make purchases at participating stores in India.
- ii. **Points Accumulation**
- a. During the validity period of the Program (the “Validity Period”), Participants shall earn 1 Heart Point (Point♥) for every INR 1 spent at participating stores, provided the purchase is made using the Participant’s OVS CARD.
- b. Points♥ shall be calculated on the net transaction amount, excluding any discounts, promotions (including Program-related promotions), and decimal figures. Rounding, if applicable, will be carried out upwards for each individual item.

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- c. Points♥ shall be credited to the Participant’s account within 24–48 hours of receipt issuance, except in cases of technical failure.
 - d. Points♥ shall not be credited under the following circumstances:
 - Purchases made without scanning the Participant’s OVS CARD at checkout.
 - Full or partial returns without a simultaneous purchase, or with a simultaneous purchase that generates fewer Points♥ than originally credited. In such cases, the corresponding Points♥ shall be deducted, which may result in a negative Points♥ balance.
 - Points♥ are non-transferable between Participants.
 - e. Participants may monitor their Points♥ balance and membership level at participating stores. Updated balances will also be reflected on receipts, noting that real-time updates may not always be possible.
 - f. Points♥ may not be used in programs or initiatives outside the Program, unless explicitly permitted under separate terms.
 - g. Points♥ shall not accrue for purchases of products prohibited under applicable law.
 - h. Unused Points♥ by the specified redemption date shall be automatically cancelled and cannot be recovered or converted.
- iii. Levels
- a. “Easy Level”



- This is the entry-level tier. Participants are placed in the Easy level upon subscribing to the OVS CARD and will remain in this level until they accumulate 5,000 (five thousand) Points♥.
- If, after 365 (three hundred sixty-five) days from entry into the Easy level, a Participant's Points♥ balance is 4,999 (four thousand nine hundred ninety-nine) or fewer, they will remain at this level, and their Points♥ balance will be reset to zero.
- If the Participant accumulates at least 30,000 Points♥ within the same 365-day period, they will be promoted directly to the Top level. Any Points♥ exceeding the minimum threshold of 30,000 Points♥ will be carried over to the Points♥ balance of the Top level.

b. "Super Level"

- Participants advance to the **Super** level upon reaching **5,000 Points♥** within 365 days of entering the previous level. Any Points♥ exceeding the threshold of 5,000 will be added to the balance of the Super level.
- After **365 (three hundred sixty-five) days** in the Super level:
- If the Participant's balance is **5,000–29,999 Points♥**, they remain at the Super level, and their Points♥ balance will be **reset to zero**.

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- If the balance is **0–4,999 Points♥**, they will be **downgraded to the Easy level**, and their Points♥ balance will be **reset to zero**.

c. “Top Level”

- Participants are promoted to the **Top** level upon reaching **25,000 Points♥** from the Super level. Any Points♥ exceeding the minimum threshold of 30,000 will be added to the balance of the Top level.
- After **365 (three hundred sixty-five) days** in the Top level:
 - If the Participant’s balance is **30,000 Points♥ or more**, they remain at the Top level, and their Points♥ balance will be **reset to zero**.
 - If the balance is **0–29,999 Points♥**, they will be **downgraded to the Super level**, and their Points♥ balance will be **reset to zero**.
- A Participant cannot be downgraded by more than **one level** at a time.

iv. Benefits

a. “Easy Level”

- **Welcome Gift:** Upon subscription to the OVS CARD, the Participant shall receive a 10% (ten percent) discount, valid for 3 (three) months from the date of card issuance, valid for one single purchase without a minimum purchase requirement.

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- **Birthday Discount:** If the Participant has correctly provided their date of birth at least 8 (eight) days prior to their birthday, they shall be entitled to a 10% (ten percent) discount, valid from 7 (seven) days before until 7 (seven) days after the birthday.
- **Children’s Birthday Discount:** If the Participant has correctly provided the date of birth of their child/children (up to 4 children) at least 8 days prior to the respective birthday, they shall be entitled to a 10% (ten percent) discount, valid from 7 days before until 7 days after the child’s birthday.

b. “Super Level”

- **Discount Coupon:** For every 5,000 (five thousand) Points♥ accumulated, the Participant shall receive a discount coupon worth INR 500 (five hundred), valid for a single purchase of minimum INR 4,999. The coupon must be used within 3 (three) months from issuance. Any remaining Points♥ below 5,000 shall not entitle the Participant to a coupon.
- **Birthday Discount:** If the Participant has correctly provided their date of birth at least 8 days prior to their birthday, they shall be entitled to a 15% (fifteen percent) discount, valid from 7 days before until 7 days after the birthday.
- **Children’s Birthday Discount:** Applicable for up to 4 children, under the same conditions as above.

c. “Top Level”

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- Discount Coupon: For every 5,000 (five thousand) Points♥ accumulated, the Participant shall receive a discount coupon worth INR 800 (eight hundred), valid for a single purchase of minimum INR 4,999. The coupon must be used within 3 months from issuance. Remaining Points♥ below 5,000 shall not entitle the Participant to a coupon.
- Extra Discount: Upon reaching 30,000 (thirty thousand) Points♥, the Participant shall be entitled to an extra 25% (twenty-five percent) discount, valid for one single purchase without a minimum purchase requirement, to be used within 3 months from issuance.
- Birthday Discount: If the Participant has correctly provided their date of birth at least 8 days prior to their birthday, they shall be entitled to a 20% (twenty percent) discount, valid from 7 days before until 7 days after the birthday.
- Children's Birthday Discount: Applicable for up to 4 children, under the same conditions as above.

v. Discount Benefits

- a. Discounts cannot be split across multiple purchases and must be used in full for a single purchase at a participating store.
- b. Discounts are personal and non-transferable, cannot be combined with other discounts, discount vouchers, or promotions (except birthday discounts, which can be combined with sales), and cannot be redeemed for cash or any form of reimbursement.

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- c. Discounts include VAT and are applied to the total closing amount of the receipt, net of any return vouchers or allowances. Only one discount may be applied per purchase, whether percentage- or value-based.
 - d. Discounts must be redeemed within their expiration period; failure to do so will result in forfeiture without any reimbursement.
 - e. Discount redemption will be visible in the Participant's profile within 24–48 hours from issuance, except in the event of technical issues.
 - f. Participants must inform the cashier of the benefit they wish to use prior to the issuance of the receipt, after scanning the loyalty card.
- vi. Returns
- a. Full Returns: If a purchase on which a Program discount was used is fully returned, the discount shall be reissued with the same characteristics, even if the Participant has reached a higher level in the meantime, with a new expiration date calculated from the date of reissuance. For birthday discounts, validity shall be 15 days from reissuance.
 - b. Partial Returns: If a purchase on which a Program discount was used is partially returned, the Participant shall not be entitled to reissuance of the discount or any other reimbursement, even if a simultaneous new purchase is made.
- vii. For the purpose of understanding how personal data is collected, processed and used, kindly refer to the privacy policy, available at [ovs.in](https://www.ovsin.com) and circulated via the Company's official email account.
- viii. The Program may be promoted through participating stores and any other channels or media as deemed appropriate by the Company.

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6. INDEMNITY AND LIMITATION OF LIABILITY:

- i. Participants agree to defend and hold harmless and indemnify the Company, its officers, directors, employees, customers and agents from any and all direct and indirect punitive, incidental, consequential or special damages, claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) which result from your usage of the Platform or in relation to you availing the services through the Platform or from the breach of this Agreement including in connection with participation in the Program or the use of benefits, **except in cases of death or personal injury resulting from the Company's negligence, or damages arising from the Company's intentional, grossly negligent, or fraudulent conduct.**
- ii. The Company shall not be liable for any damages, losses, or injuries arising from the acceptance of benefits or participation in the Program.
- iii. The Parties agree that the Platform and the services are provided on an "AS IS" basis without any warranty, whether express or implied, in regard to the merchantability or fitness of the Platform and services for any specific purpose; Further, you acknowledge and agree that your usage of the Services is at your sole risk and liability with the Company not guaranteeing or promising any manner of results from the usage of the Platform and availing of the services availed by you.
- iv. You agree that the Company does not offer any warranty or representation in relation to the Platform being free of any malicious software and that the

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Company will not bear any responsibility and liability in relation to any breach of security of the system or device used by you to access the Platform and/or avail the services.

- v. You agree that our services are provided “as is” and “as available” without warranties of any kind.
- vi. You agree that the Company is not responsible for any technical issues, inaccuracies, or loss of data.
- vii. To the fullest extent permitted by law, we disclaim any liability for damages arising from the use of our services.

7. REPRESENTATIONS AND WARRANTIES:

You hereby represent and warrant that:

- i. You have attained the age of 18 (eighteen) years or have consent from a parent or guardian to use our services.
- ii. You have the capacity to enter into this Agreement under the applicable laws of the Republic of India and are not subject to any contractual arrangement, judgment, or order by a judicial or quasi-judicial authority that is inconsistent with the terms and conditions of this Agreement.
- iii. Any and all account data and personal information provided by you is truthful, accurate, and complete in all respects.

The Company represents and warrants that:

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- i. It has the capacity under the applicable laws of the Republic of India to execute this Agreement.
- ii. This Agreement does not contravene any existing law or contractual obligation or arrangement by which the Company is bound.

8. PRIVACY:

- i. You understand and agree that your usage of the Platform is subject to the Company's Privacy Policy as set out at ovs.in and circulated via the Company's official email account. Further, any personal information collected and processed by the Company will be handled in accordance with the same.
- ii. By using our services, you consent to the collection and use of your data's outlined in our privacy policy.
- iii. You understand and agree that the Company shall have the sole and absolute discretion to modify any part or whole of the Privacy Policy at its sole and absolute discretion.

9. SOFTWARE UPDATES AND PATCHES

- i. We may from time to time provide updates, patches, and other modifications to the Services, which shall be required to be installed by you. We may update, patch or modify the Software remotely and access the Software residing on your machine or device for such purpose, and you hereby grant to the Company the right to deploy and apply such patches, updates and modifications. All provisions of these Terms and Conditions that refer to "Software" shall also include all such patches, updates and modifications.

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- ii. You must always use the latest version of the Software that includes all updates and/or patches provided by us and, to the fullest extent authorized by law, the Company will not be responsible for any loss or damage arising pursuant to your failure to use the latest version or your use of any outdated version of the Software.

10. REFUSAL OF SERVICE:

We reserve the right to refuse service to anyone at any time, with or without cause. We reserve the right, in our sole discretion, to suspend or cancel the service at any time if a computer virus, bug, or other technical problem corrupts the security, or proper administration of the service

11. COPYRIGHT & TRADEMARK:

We and our suppliers and licensors expressly reserve all intellectual property rights in all text, programs, services, processes, technology, content, and other materials that appear on this Platform. Access to this Platform does not confer and shall not be considered as conferring upon anyone any license under any of our or any third party's intellectual property rights. All rights, including copyright, in this Platform are owned by or licensed to us. Any use of this Platform or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use is prohibited without our prior permission. You may not modify, distribute or re-post anything on this Platform for any purpose. The Company names and logos, and all related service names, design marks and slogans are the trademarks or service marks of the Company or licensed to the Company. All

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12. TERMINATION:

This Agreement remains in effect unless and until it is terminated either by you or by us. You may terminate this Agreement at any time by logging into your account, navigating to the account settings, selecting "Delete Account," and confirming the action. Upon confirmation, all personal data associated with your account will be permanently deleted from our systems and will not be recoverable. Alternatively, you may request account deletion by submitting a written request to our official email address at customer.care@ovs.in. Please note that once deletion is complete, all associated data, including any purchased but unused benefits provided to you, will be irretrievably lost. You must also cease all use of the Platform following termination.

We reserve the right to terminate this Agreement at any time, with or without notice, and to deny you access to the Platform without liability. Termination by us will not

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affect any obligations or liabilities incurred by you prior to termination, including payment for services already rendered under this Agreement.

If your account is terminated, you will lose access to any virtual assets within our platform.

13. APPLICABLE LAWS, JURISDICTION AND DISPUTE RESOLUTION:

- i. All disputes, claims, or controversies arising out of or in connection with the Program, including its interpretation, execution, or the rights and obligations of the Participants, shall be governed by and construed in accordance with the **laws of the Republic of India**.
- ii. The courts located in **New Delhi** shall have **exclusive jurisdiction** to settle any disputes arising out of or in connection with the Program, and the Participants hereby submit to the exclusive jurisdiction of such courts.
- iii. Any taxes arising from the acceptance of benefits shall be borne solely by the Participant, who must comply with all applicable tax obligations.

14. ENTIRE AGREEMENT:

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the representations and warranties, and liability limitations set forth above, then the invalid or unenforceable provision will be deemed to be superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect. Unless otherwise specified herein, this Agreement constitutes

OVS INDIA RETAIL PRIVATE LIMITED

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New Delhi - 110020

CIN n. U47711DL2025FTC440992

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Email address: sundeep.chugh@ovs.it

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the entire agreement between you and us with respect to the Platform/services and products and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to the Platform/services and products. Our failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches.

14. AMENDMENTS

- a. The Company reserves the right to amend these Terms and Conditions, in whole or in part, at any time, provided that such amendments do not prejudice the rights already accrued by Program members. Any such amendments will be communicated in advance through the same channels, or equivalent channels, by which participants were originally notified of these Terms and Conditions.
- b. The Company reserves the right to modify, suspend, or terminate the Program in the event of force majeure or any unforeseen circumstances that hinder its regular execution.
- c. During the validity period, the Company reserves the right to introduce additional promotional initiatives, either for all recipients or for specific categories, in compliance with principles of public trust and equal opportunity. Details of any such initiatives, including duration, eligible products, and applicable discounts, will be communicated to the relevant recipients in due course.
- d. Benefits granted under the Program are non-transferable, non-replaceable with alternative goods or services, and not subject to monetary compensation.

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However, in unforeseen circumstances, the Company reserves the right to replace the benefits with alternatives of equal or greater value.

15. CONTACT INFORMATION:

If you have any grievance, comment, question or suggestion regarding any of our Services or Platform, please contact our Grievance Officer, who will redress your grievances expeditiously but within one month from the date of receipt of grievance, and who can be reached by:

- Sending a letter marked to the attention of Grievance Officer, Name: Rashmi Sharma, Address: Plot No. 2, 2nd floor – Shambhu Dayal Marg, Kalkaji Road, New Delhi – 11002
- Sending an email to grievance.officer@ovs.in.

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