

TERMS OF USE

This document is an electronic record in terms of তথ্য ও যোগাযোগ প্রযুক্তি আইন, ২০০৬ (Information & Communication Technology Act, 2006) and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the তথ্য ও যোগাযোগ প্রযুক্তি আইন, ২০০৬ (Information & Communication Technology Act, 2006). This electronic record is generated by a computer system and does not require any physical or digital signatures.

Please read the following terms and conditions very carefully as your use of service is subject to your acceptance of and compliance with the following terms and conditions.

General Information

The domain name www.diapersbd.com including www.diapersbd.com's Parenting Service (hereinafter referred to as "Parenting") available through www.diapersbd.com's mobile app (hereinafter referred to as "Site" or "Website" or "diaperbd.com") is registered in the name of Love & Care Private Limited a company incorporated under কোম্পানী আইন, ১৯৯৪ (the Companies Act, 1994) (Hereinafter referred to as LC).

ABHRS, a partnership company incorporated under Companies Act, 1956 holds a valid license, granted by Love & Care Private Limited, to use and operate the website for its online retail business.

Your use of the Website and services and tools are governed by the following terms and conditions ("Terms of Use") as applicable to the Website. If you transact on the Website, You shall be subject to the policies that are applicable to the Website for such transaction. By mere use of the Website, You shall be contracting with ABHRS, these terms and conditions constitute your binding obligations, with LC and ABHRS.

For the purpose of these Terms of Use, wherever the context so requires "You" or "User" shall mean any natural or legal person who has agreed to become a member of the Website by providing Registration Data while registering on the Website as Registered User using the computer systems. DARP allows User to surf the Website or making purchases without registering on the Website. The term "we", "us", "our" shall mean ABHRS or LC or diaperbd.com or all.

ACCESSING, BROWSING OR OTHERWISE USING THE SITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT, SO PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PROCEEDING.

All products/services and information displayed on diaperbd.com constitute an "invitation to offer". Your order for purchase constitutes your "offer" which shall be subject to the terms and conditions as listed below. diaperbd.com reserves the right to accept or reject your offer. If you have supplied us with your valid email address, we will notify you by email as soon as possible to confirm receipt of your order and email you again to confirm details and therefore process the order. Our acceptance of your order will take place upon dispatch of the product(s) ordered. No act or omission of Diapersbd.com prior to the actual dispatch of the product(s) ordered will constitute acceptance of your offer.

Membership Eligibility

Use of the Site is available only to persons who can form legally binding contracts under applicable law. Persons who are "incompetent to contract" within the meaning of the **Bangladesh Contract Act, 1872** including un-discharged insolvents etc. are not eligible to use the Site. You may use this site only if your age is over 18 years.

Diapersbd.com reserves the right to terminate your membership and refuse to provide you with access to the Site if Diapersbd.com discovers that you are under the age of 18 years. In case of a business entity, you

represent that you have the necessary authority to bind the entity to this User Agreement. Unless otherwise specified, the materials on this website are directed solely at those who access this website from Bangladesh. Diapersbd.com makes no representation that any products or services referred to in the materials on this website are appropriate for use, or available outside Bangladesh. Those who choose to access this Site from outside Bangladesh are responsible for compliance with local laws if and to the extent local laws are applicable. Diapersbd.com will deliver the products only within Bangladesh and will not be liable for any claims relating to any products ordered from outside Bangladesh.

Unless otherwise stated as additional terms and conditions which are product specific, these terms and conditions supersede all previous representations, understandings, or agreements and shall prevail notwithstanding any variance with any other terms of any order submitted. By using the services of Diapersbd.com you agree to be bound by the Terms and Conditions.

Modifications

Diapersbd.com reserves the right at all times to discontinue or modify the Terms of Use and/or our Privacy Policy as we deem necessary or desirable without any prior notification. Such changes may include, among other things, the adding of certain fees and charges. Any such modifications would be effective immediately. We suggest that you read our Terms and Conditions and Privacy policy from time to time to stay informed. Any use of the site after such modifications would be deemed to constitute acceptance of the modified terms by the End User.

Account and Registration

It is the user's responsibility to keep the details of the account and password confidential and you agree to accept responsibility for all activities that occur under Your Account or Password. Diapersbd.com shall not be liable to any person for any loss or damage which may arise as a result of any failure by the user to protect the account details or the password. In case of any suspected breach please contact us immediately. If Diapersbd.com has reason to believe that there is likely to be a breach of security or misuse of the Diapersbd.com Site, we may require you to change your password or we may suspend your account without any liability to Diapersbd.com.

You also agree to:

1. Provide true, accurate, current and complete information about yourself as prompted by Diapersbd website during the registration process (such information being the "Registration Data")
2. Maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, incomplete, or not current or if Diapersbd.com has reasonable grounds to suspect that such information is untrue, inaccurate, not current or not in accordance with the User Agreement, Diapersbd.com will have the right to indefinitely suspend or terminate your membership and refuse to provide you with access to the Site.

Pricing, Promotions & Coupon Codes

Pricing Information

While Diapersbd.com shall endeavor to provide accurate product and pricing information, yet typographical errors might occur. Diapersbd.com cannot confirm the price of a product until after you order. In the event that a product is listed at an incorrect price or with incorrect information due to an error in pricing or product information, Diapersbd.com shall have the right, at its sole discretion, to refuse or cancel orders at any stage prior to delivery. In case, any kind of fraudulent activity is detected, Diapersbd.com can recover its dues, if

any, from User's successive orders. In the event that an item is mis-priced, Diapersbd.com may, at its discretion, either contact you for instructions or cancel your order and notify you of such cancellation. Unless the product ordered by you has been dispatched, your offer will not be deemed accepted and Diapersbd.com will have the right to modify the price of the product and contact you for further instructions using the e-mail address provided by you during the time of registration, or cancel the order and notify you of such cancellation. In the event that Diapersbd.com accepts your order the same shall be debited to your credit card account and duly notified to you by email that the payment has been processed. The payment may be processed prior to Diapersbd.com dispatch of the product that you have ordered. If we have to cancel the order after we have processed the payment, the said amount will be reversed back to your credit card account.

Prices of the products at the Diapersbd store and on Diapersbd.com (site and Apps) may differ.

Promotion Offers

For any returned or undelivered orders, partial or whole, the user will not be eligible to avail of the offer used to purchase the original order. The benefit of the offer would also not be included in the refund provided. If the product(s) returned are part of any free offer, Eg: Buy 2 get 1 free or Buy 1 get 1 free, all the products related to the offer would have to be returned by you, as they have been purchased as part of a group offer. The refund/replacement process would only be initiated once all the products have been returned. From time to time, we may provide a free sample or gift along with our orders which are eligible for the offer. These samples/gifts will not be eligible for return/replacement/refund under any circumstances.

Coupon Codes & Cart Offers

To offer special discounts to our users from time to time, we share coupon codes based discounts. To prevent any possible misuses we have put in place a few checks on the ways in which these coupon codes can be used. To make the best use of the coupon code offers, please go through the following terms and conditions applicable on all coupon codes

1. Coupon Codes & Cart Offers based offer will be valid upon application of the coupon code at the time of placing order.
2. Coupon Codes & Cart Offers will be valid till the date communicated or till stocks last on the applicable products, whichever happens earlier.
3. Coupon Codes & Cart Offers will not be valid on Diapers, Combos, Women's Hygiene, Formula and Supplements, Beverages and Juices, Bottles & Accessories and on the brands Duracell, Johnson's Baby, Nestle, Protinex, Bella, Sofy, Pediasure, Figaro, Saregama, Tango, Dabur, West Coast, Motorola, Binaca, Melissa & Doug, Horlicks, Shemaroo, DMR MiniWash, Foscam, Cherokee, Hamdard, Alex Daisy, Complian, Shumeer, Bio Oil, Jane, Masilo, Fancy Fluff, IFITech, Dettol, Shesha Naturals, Dermadew, Emotix, TigerTech, Vaux, Joie, SeTracker, Ryca, Pureborn, U.S. Polo Assn., Avidia Labs, Osasbazaar, Jockey, U.S. Polo Assn. Kids, Colt, Donut, Karigari, Savlon, Boingg, Instax Fujifilm, ClassMonitor, Fisher Price by Tiffany, DuroFlex, Jade Toys, Havells, Whisper, Olay, Aveno, Pantene, Head & Shoulder, Organic India, Simon & Schuster, Embassy Books, Pan Macmillan, Westland, Birkenstock, Volwco, Nooie, Skypearll, HP, Yamaha, CROSSBEATS, Crossloops, GOQii, JBL, Travel Blue, Lexington / Travel Blue, Macmerise, Phillips, Portronics, Sekyo, STAUNCH, THINKERPLACE, Trakbond, Turet, Ultraprolink, WatchOut Wearables, Zebronics, Chicco, Campus,Crocs, Tommy Hilfiger, Allen Solly Juniors, Puma unless otherwise mentioned.

4. A Coupon Codes & Cart Offers can be used only once per user per household unless otherwise mentioned.
5. A Coupon Codes & Cart Offers cannot be clubbed with any other coupon code or with any other offer including offers running on the site without using coupons.
6. A coupon will provide the stated discount of the coupon code or the discount already stated on the product whichever is higher unless otherwise mentioned.
7. Coupon codes shared individually with a user will be applicable on purchase made by that particular user only.
8. The website reserves the right to change the terms and conditions of any coupon code any time without prior intimation.
9. Shipping / Cash on delivery rules and charges apply on the net amount payable upon application of the coupon code unless otherwise mentioned.
10. Cashback coupons are valid for next purchase as per the conditions mentioned with the Cashback offer.
11. The Cash Coupons added to an account can be changed/updated at any point of time by Love & Care Pvt. Ltd. without any prior intimation. These changes could be made from time to time even before the valid expiry date of the existing Cash Coupons.
12. Most offers are applicable at the Diapersbd.com stores. For details please contact the store near you.
13. For any Coupon code, Cashback code, Gift Certificate redemption which are applicable at a Diapersbd store, the customer needs to share the code details with the store person before making the purchase.
14. Offer valid only on the listed Sizes & Colours of the products featured on the page.

Cashback Offers

Cashback Offers are run from time to time to award users for their purchase from Diapersbd.com. The terms and conditions applicable with these Cashback offers are as below

- The Cashback amount, the purchase conditions and the product range on which the Cashback offer is valid will be as specified along with the Cashback offer
- The Cashback amount will be received by the user as a coupon through a Cashback email. The Cashback coupon would be received by you up to 10 days after the delivery of the order. Eg: If your order has been delivered on 3rd September, you would be receiving the Cashback coupon on mail latest by 13th September.
- Cashback will not be earned on purchases from the categories Bottles & Accessories, Formula & Supplements or on purchasing any of the Guaranteed Savings Offer codes. They will only be earned on the products mentioned in the cashback promotions.

- Cashback will not be provided for any product(s) which have either not been delivered to you or which has been returned by you. In the event of any replacement provided to you, the replacement product value will not be added to the cashback calculations available to you to redeem on site.
- Redemption of the Cashback coupon will not be applicable on Duracell, Johnson's Baby, Nestle, Protinex, Bella, Sofy, Pediasure, Figaro, Saregama, Tango, Dabur, West Coast, Motorola, Binaca, Melissa & Doug, Horlicks, Shemaroo, DMR MiniWash, Foscam, Cherokee, Hamdard, Alex Daisy, Complian, Shumee, Bio Oil, Jane, Masilo, Fancy Fluff, IFITech, Dettol, Shesha Naturals, Dermadew, Emotix, TigerTech, Vaux, Joie, SeTracker, Ryca, Pureborn, U.S. Polo Assn., Avidia Labs, Osasbazaar, Jockey, U.S. Polo Assn. Kids, Colt, Donut, Karigari, Savlon, Boingg, Instax Fujifilm, ClassMonitor, Fisher Price by Tiffany, DuroFlex, Jade Toys, Havells, Whisper, Olay, Aveno, Pantene, Head & Shoulder, Organic India, Simon & Schuster, Embassy Books, Pan Macmillan, Westland, Birkenstock, Volwco, Nooie, Skypearl, HP, Yamaha, CROSSBEATS, Crossloops, GOQii, JBL, Travel Blue, Lexington / Travel Blue, Macmerise, Phillips, Portronics, Sekyo, STAUNCH, THINKERPLACE, Trakbond, Turet, Ultraprolink, WatchOut Wearables, Zebronics, Chicco, Campus, Crocs, Indian Terrain, Tommy Hilfiger, Allen Solly Juniors, Puma unless otherwise mentioned.
- The maximum Cashback given out is BDT. 250 and is applicable on the MRP of the product, unless mentioned otherwise
- The Cashback coupon can be used till the date of validity as specified in the Cashback email
- The company reserves the right to change the terms and conditions of the Cashback offers without prior intimation
- The Cashback is not applicable on cancelled orders

Gift Certificate

The terms and conditions applicable for Gift Certificate are as below

- Gift certificate Delivered via email.
- The Gift Certificate can be used against your purchase on Diapersbd.com.
- Customers must open a free account at Diapersbd.com to redeem his or her gift certificate.
- Every gift certificate has a unique code. To redeem the gift certificate, enter this code in your shopping cart.
- Both a gift certificate and credit card may be used to pay for your order. If both are used, we will charge the gift card first and the remaining balance will be charged to your credit card.

- Unused gift certificates may not be redeemed for cash.
- Gift certificates are not replaceable if lost or stolen.
- Gift certificates value can be redeemed in multiple purchases.
- Gift certificates may only be redeemed for orders shipped in Bangladesh.
- Gift certificates may only be redeemed through Recipient's Email Address
- Gift Certificate cannot be purchased through Cheque/Cash on Delivery/Loyalty Cash

Gift Wrapping

- Gift wrap option is available only on selected products. You can choose to gift wrap the selected products in your order by selecting "ADD GIFT WRAP@ BDT. 30" in "Checkout Cart" tab at the time of checkout. The gift wrap will also include a personalized message.
- The external Gift Packaging will not include any pricing, discount or payment information. However, the original product tag with the MRP will be intact on the products inside the package.
- Discounts and Coupons are not applicable on the gift wrap charge.
- Please note that in case you return your order, the gift wrap charges will not be credited back.

Instructions for Wallet Cashbacks.

Love & Care Pvt. Ltd. holds the right to not accept refund of transactions where the refund value is less than the Cashback value issued by any wallet. For example user X did a transaction for BDT 500 and got a Cashback from wallet for BDT 200, now user wants to return one part of the product costing BDT 160. In this case refund value is less than the cashback issued to the customer and refund will not be accepted. User X, will either be given a Gift Voucher or Cash Refund of the same amount which can be used on site with the next purchase.

We accept Bkash, Nagad etc wallets for online transactions .You can also redeem exciting deals and cash backs which would be mentioned above. These offers are subject to change and we request you to check this space before making the purchase.

Transactions & Cancellations

Minimum Order Value

To place an order on Diapersbd.com the minimum order value has to be more than BDT. 249 (Excluding COD charges, Shipping charges, Taxes or value reduced after application of coupons or any other offer)

Credit Card Details

You hereby agree, understand and confirm that the credit card details provided by you for availing of services on website will be correct, accurate and current. Under no circumstances you shall use a credit card which is not lawfully owned by you. You further agree and undertake to provide the correct and valid credit card details to us. The card details will not be utilized and shared by us with any of the third parties unless required for fraud verifications or by law, regulation or court order. We will not be liable for any credit card fraud. The liability for use of a card fraudulently will be on you and the onus to 'prove it otherwise' shall be exclusively on you.

Fraudulent /Declined Transactions

In case of fraudulent use of the site, we reserve the right to recover the cost of goods, collection charges and lawyers fees from person(s) concerned. We reserve the right to initiate legal proceedings against such person(s) for fraudulent use of the Site and any other unlawful acts or acts or omissions in breach of these terms and conditions.

Cancellations by the Customer

In case we receive a cancellation notice and the order has not been shipped by us, we shall cancel the order and refund the entire amount. The orders that have already been shipped out by us will not be cancelled and you will have to check our return policy on those orders.

Cancellation by Diapersbd.com

Under certain circumstances it might not be possible for us to accept an order and we may be compelled to cancel the same. We reserve the right to refuse or cancel any order for any reason at our sole discretion. Some situations that may result in your order being cancelled include limitations on quantities available for purchase, inaccuracies or errors in product or pricing information, or problems identified by our credit and fraud avoidance department. We may also ask for 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 credit card has been charged, the said amount will be add to the "Cash Refund" section of your Diapersbd account. The customer agrees not to dispute the decision made by us and accept our decision regarding the cancellation.

Payment

While availing any of the payment method/s offered by us, we are not responsible or take no liability of whatsoever nature in respect of any loss or damage arising directly or indirectly to you out of the decline due to:

1. lack of authorization for any transaction/s,
2. or exceeding the preset limit mutually agreed by you and between your "Bank/s",
3. or any payment issues arising out of the transaction,
4. or decline of transaction for any other reason/s.

All payments made against the purchases/services on Diapersbd.com by you shall be compulsorily in Bangladeshi Taka acceptable by Bangladesh. Diapersbd.com does not accept any other form of currency with respect to the purchases.

Before shipping your order to you, we may request you to provide supporting documents (including but not limited to Govt. issued ID and address proof) to establish the ownership of the payment instrument used by you for your purchase. This is done in the interest of providing a safe online shopping environment to our users.

Loyalty Cash Usage

Diapersbd restricts the usage of Loyalty Cash in a transaction when you are buying a GSO (Guaranteed Savings Offer) or a Gift Certificate.

Guidelines for Writing Product Reviews

Who can write a Product Review and Rate Product on Diapersbd.com?

Product Review and Rating can be given only by verified buyers of a product. Verified Buyers of a product are those buyers who have purchased the product and the product is delivered to the buyer.

Are there any specific rules that need to be followed while writing a review?

No, there are no specific rules which need to be followed while writing a review. However we have we put together some guidelines which can be followed while writing a product review -

1. Be Precise and Specific

While writing a product review you should keep in mind the fact that other Diapersbd users might use your review to form a judgment, whether to select the product or not. Therefore, a precise, specific & unbiased product review plays a critical part and would always help a customer make a better choice about which product to buy.

2. Don't keep any loose ends

Always keep all the details provided well settled and explained. Incomplete or inaccurate information will not help any customer other than confusing them about the product.

3. Spell what is required

A good review should serve the most basic purpose i.e. what you liked/disliked about the product and why with the exact details.

4. Remove distractions from review

Before submitting the review for moderation, it is wise to spell check and proofread your review accurately.

What needs to be avoided while writing a review?

Diapersbd reserves the right to not include the product review that include any one or more of the following -

1. Inappropriate content - like promotional information or phone numbers.
2. Information not related to product - Shipment/Delivery Experience, availability, ordering etc
3. Inaccuracies in product information & product catalogue.
4. References - to other retailers, pricing, personal information etc.
5. Copying and pasting text from other reviews, guides, or sources.
6. Comments on other reviews posted on the product page.
7. Foreign language content.
8. Off-topic information or obscene content.
9. Irrelevant user IDs or email ids used for posting reviews.

User Conduct

You Agree and Confirm

1. That you will use the services provided by Diapersbd.com, its affiliates, consultants and contracted companies, for lawful purposes only and comply with all applicable laws and regulations while using the Site and transacting on the Site.
2. You will provide true, accurate, complete and current information in all instances where such information is requested of you. Diapersbd.com reserves the right to confirm and validate the information and other details provided by you at any point of time. If upon confirmation your details are found not to be true (wholly or partly), Diapersbd.com has the right in its sole discretion to reject the registration and debar you from using the Services of Diapersbd.com and / or other affiliated websites without prior intimation whatsoever.
3. To compensate Diapersbd.com for any extra cost incurred for redelivery in the event of a non-delivery in the first instance on account of a mistake by you (i.e. wrong name or address or any other wrong information).
4. That you using your best and prudent judgment before entering into any transaction through this Site doing so at your sole risk.
5. After placing an order for a product you agree to be bound by the conditions of sale included in the item's description.

You may not use the Site for any of the following purposes:

1. Disseminating any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material.
2. Transmitting material that encourages conduct that results in civil liability or otherwise breaches any relevant laws, regulations or code of practice or constitutes a criminal offence.
3. Gaining unauthorized access to other computer systems.
4. Interfering with any other person's use or enjoyment of the Site.
5. Breaching any applicable laws.
6. Interfering or disrupting networks or web sites connected to the Site.
7. Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner. Design details and Colors.

We have made every effort to capture high resolution images of our products so that you get a feel of the design details and colors of our products that appear on the Site as accurately as possible. However, what you actually see will depend on your monitor; we cannot guarantee that your monitor's display of any color or other details will be accurate.

Electronic Communications

When you visit the Diapersbd Site or Diapersbd Store or send emails to us, you are communicating with us electronically. You hereby provide your consent to receive communications from us electronically. We will communicate with you by email or by posting notices on the Site. You hereby agree that all notices, agreements and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Modification of Terms & Conditions of Service

Diapersbd.com reserves the right to make changes to our Terms of Use and/or our Privacy Policy (which is incorporated herein by reference) at our sole discretion and you may not be notified. We suggest to you, therefore, that you re-read this important notice containing our Terms of Use and Privacy Policy from time to time in order that you stay informed as to any such changes. You have accepted the Agreement as amended if you continue to use any of Diapersbd.com's Services after any amendments are posted on our Website.

Parenting Services

The "Parenting" Platform built by Diapersbd.com, is a community of parents, where they can bond with each other and request for a solution for the day to day challenges they encounter with their baby directly from the counselors and the parents available on the platform, and can also refer to the variety of literature on parenthood. This platform also provides the users for sharing important and wonderful information with the other parents so that their everyday parenting journey is filled with a lot more laughter than tears of their oh-so-cute babies. With a simple login, you can connect with several other parents whose biggest trouble in life is the changed poop color of their babies. "Becoming a mom is watching your heart walk outside your body", and we at Diapersbd.com Parenting understand the beautiful pains and challenges a mother goes through while taking care of her baby, HENCE US!

Restricted Access

Access to certain areas and/or content of the Parenting is restricted. Diapersbd.com reserves the right to restrict access to other areas and/or content of the Parenting, or indeed this entire website, at the Website's discretion. If Diapersbd.com provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential. Diapersbd.com may disable your user ID and password in Diapersbd.com's sole discretion without notice or explanation.

Prohibitions

In furtherance to the terms mentioned in User Conduct above, Users should not:

Submit, post, or otherwise make available to or through the Web Site any information that:

- is unlawful, harassing, defamatory, abusive, threatening, obscene, harmful, tortious, libelous, or invasive of another's privacy;

- infringes or violates any party's copyright, trademark, trade secret, patent, or other proprietary right;
- contains any worms, viruses, or other harmful, disruptive, or destructive files, code, or programs;
- includes any unauthorized advertising, promotional materials, chain letters, spam, junk mail, or any other type of unsolicited mass email to people or entities that have not agreed to be part of such mailings; or
- you do not have the right to submit, post, disseminate, or transmit.

Use the Parenting Platform in any way to:

- impersonate any person or entity; falsely state or otherwise misrepresent your affiliation with any person or entity; intentionally omit, delete, forge, or misrepresent transmission information, including headers, return mailing, and Internet protocol addresses; or otherwise manipulate identifiers to disguise the origin of any content that you submit or transmit through the Web Site;
- disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other users' ability to engage in real-time exchanges;
- interfere with, disrupt, or harm in any way the Site or servers or networks connected to the Web Site;
- Electronically stalk or otherwise harass another user;
- engage in any activities that would violate the personal privacy rights of others, including but not limited to collecting and distributing information about other users without their permission, except as permitted by applicable law; or
- use the Web Site in violation of any applicable laws or regulations, or any rules or guidelines established by Diapersbd.

No Doctor - Patient Relationship

Please note that some of the content, text, data, graphics, images, information, suggestions, guidance, and other material (collectively, "Information") that may be available on Parenting (including information provided in direct response to your questions or postings) may be provided by individuals in the medical profession. The information and views provided herein should not be treated as medical advice. The information on the Parenting is provided without any representations or warranties, express or implied. You must not rely on the information on the Parenting as an alternative to medical advice from your doctor or other professional healthcare provider. If you have any specific questions about any medical matter, you should consult your doctor or other professional healthcare provider. The Parenting includes interactive features that allow users to communicate with us. You acknowledge that because of the limited nature of communication through the Parenting's interactive features, any assistance you may receive using any such features is likely to be

incomplete or not appropriate for your condition. As health and nutrition research continuously evolves, we do not guarantee the accuracy, completeness, or timeliness of any information presented on the Parenting.

No Obligation to Pre-screen User Content

Diapersbd does not have any obligation to pre-screen, edit, or remove any Content provided by Users that is posted on or available through the Web Site. However, Diapersbd will have the right (but not the obligation), in its sole discretion and for any reason, to pre-screen, edit, refuse to accept, remove, or move any such Content.

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Purposes of Data Collection

We collect information about you because we want to determine what you may like or find interesting, so we can provide you with targeted information and advertising (on our Site, in newsletters, via email and otherwise). In addition, we use data to create statistics and reports where personally identifiable information has been removed and aggregated (such that it is anonymous as regards any specific user) for various business purposes.

On submission of your contact details with the Site, you authorize Diapersbd to contact you through email or phone.

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Parenting may include hyperlinks to third party content or images. You acknowledge and agree that Parenting is not responsible for and does not endorse any advertising, products or resource available from such resources or websites. The intellectual property rights in the said third party images/content does not belong to Parenting. These links are provided for your information and convenience only and are not an endorsement by the Parenting of the content of such linked websites or third parties. Parenting has no control over the contents of any linked website and is not responsible for these websites or their content or availability. Thus, we are not responsible for the content or accuracy of any third-party resource or for any loss or damage of any sort resulting from the use of, or for any failure of, products or services provided at or from a third party resource. We recommend these resources on an 'as is' basis. When you use a third party resource, you will be subject to its terms and licenses and no longer be protected by our privacy policy or security practices, which may differ from the third policy or practices or other terms. You should familiarize yourself with any license or use terms of, and the privacy policy and security practices of, the third party resource, which will govern your use of that resource.

FIT JUNIOR PROGRAM

The 'Fit Junior Program' ("**Program**") is a platform provided by us which will involve interaction between you, the Users, and professional dieticians ("**Dieticians**") to discuss and seek recommendations on nutrition filled meals for children. We aim to help you achieve your goals and provide your child a healthier, more active life through this Program. The services we provide are not medical or health care services in nature. Although few of the Dieticians we have as third parties may be licensed healthcare practitioners, but they do not provide health care services through this Program. This Program is purely an opinion and shall not misinterpreted to be a substitute for professional medical consultation/ advice/ or treatment from qualified physicians. The Program does not endorse any specific tests, physician or medical professional recommendations, products, procedures, opinions, or any other such information. We highly recommend you to consult your doctor before using the Program. **If you think that your child has a medical emergency/ urgency, we suggest you to call your doctor or 999 immediately as we do not provide any medical opinion through this Program.**

Restricted Access

Access to certain areas and/or content of the Program is restricted. We reserve the right to restrict access to other areas and/or content of the Program, or indeed this entire Website, at our sole discretion. We also reserve the rights to withdraw or amend the services (or any features of the services). If we provide you with a user ID and password to enable you to access restricted areas of this Website or other content or services, you must ensure that the user ID and password are kept confidential. We may disable your user ID and password in our sole discretion without notice or explanation. You will report to us in case of any unauthorized or prohibited use of your services.

Prohibitions

Without prejudice to rest of these terms and the Privacy Policy, you undertake and confirm that your use of the Program shall be strictly subject to the following terms and conditions: As mandated by **DIGITAL SECURITY ACT, 2018**, the Company hereby informs to Users that the User shall not permitted to host, display, upload, modify, publish, transmit, update or share any information that: belongs to another person and to which you do not have any right ; is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable,

disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; harms minors in any way; infringes any patent, trademark, copyright or other proprietary rights; violates any law for the time being in force; deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; impersonates another person; contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; threatens the unity, integrity, defense, security or sovereignty of Bangladesh, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

You shall also: observe and comply with the terms and conditions of this Program in letter and spirit; use and access the Program for your sole and personal use only and not for commercial purposes; provide full and accurate information about your child's diet/ food habits, health, personal care needs; not decipher, decompile, reverse engineer, or disassemble the software used by us; not use any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Program; not falsely state or otherwise misrepresent your affiliation with any person or entity; intentionally omit, delete, forge, or misrepresent transmission information, including headers, return mailing, and internet protocol addresses; or otherwise manipulate identifiers to disguise the origin of any content that you submit or transmit through the Program; not electronically stalk or otherwise harass another user; not engage in any activities that would violate the personal privacy rights of others, including but not limited to collecting and distributing information about other users without their permission, except as permitted by applicable law.

Services

The Program provides you with healthy, balanced nutrition plans (“Services”) to help your child meet their nutritional needs based on the data provided by the Users.

Free and Paid Services

The Services will include dietician services along with various nutrition filled meal plans provided free as well as on paid basis. The paid services will be categorized into automatically renewing subscription services, such as digital fitness or health programs, dietician services, and one-time purchases services (collectively called the “**Paid Services**”). Paid Services will include contents, personalized, interactive services. Please see the product page for your specific Paid Services for more information. We may amend, suspend, or discontinue Paid Services at any time for any reason.

Subscription Paid Services

- (i) Your subscription term (“**Term**”) may vary in duration, depending on the plan that you select. We will notify you about the applicable fees basis the plan you select (“**Fees**”). Unless otherwise indicated by us, you will be charged for the Fees basis the Term of the plan payable either prior to or at the beginning of your subscription plan.
- (ii) Cancellation of subscription: You may cancel your subscription plan at any time but the cancellation will take effect only at the end of the current subscription term.
- (iii) Even though you cancel your subscription, we might still send you promotional communications about the Program unless you opt out to receive such communications and unsubscribe by following the instructions provided in the communications.

- (iv) No refunds on cancellation: You will not receive any refund for the Term you paid for, but you will continue to have full access to that subscription until the end of that Term. At any time for any reason, we may, basis our sole and absolute discretion, provide refund, discount, or other consideration (“Credits”) to few or to all of our Users. The provision of Credits in one instance does not entitle you to Credits in the future for similar instances, nor does it obligate us to provide Credits in the future.
- (v) Free Trials: From time to time, we may offer trials of certain subscription plans free of cost for a specified period of time. If we offer you a free trial, the specific terms of your free trial will be provided in the marketing materials describing the particular trial. Once your free trial ends, we (or our third-party payment processor) may contact you to encourage you to upgrade to a fully Paid Program.

One-time Purchases Paid Services

There will be few Paid Services which will be one-time purchases and not subscription-based. The One-time Purchases shall not be cancelled and you shall not be entitled to any refund for cancellation of such Services.

IT IS HEREBY CLARIFIED THAT THE SERVICES LISTED ON THE WEBSITE ARE SOLELY RENDERED BY THIRD PARTIES AND WE SOLELY OPERATE AS A PLATFORM, THEREBY, WE DISCLAIM TO MAKE ANY WARRANTIES FOR THE SERVICES, AND HENCE SHALL NOT BE HELD RESPONSIBLE IN ANY MANNER WHATSOEVER FOR THE SERVICES RENDERED BY THE THIRD PARTIES.

Dieticians Consultations

As a part of Paid Services with the Program you will also have the facility to consult with a dietician who will help you set nutritional goals for your child – these may include but are not restricted to ways to create and maintain healthy habits, increase activity and fitness, or improve your child’s nutritional health.

Dieticians will interact with you over a call which will be initiated and run through internal systems within the Program. These calls may be recorded for internal training purposes, and you give your consent for it at the time of subscribing the Program. You agree and accept the transfer of information to third parties for rendering of personalized Services for your child. Dieticians are contractually bound to keep your information confidential and agree not to use the information for any reasons apart from this Program. Occasionally, availability of a Dietician may change, and it shall be in our sole discretion to remove them with or without any prior notice to you. In the event that your Dietician is no longer available, we will connect you with another one.

When you interact with a Dietician in the Program, you agree to be professional and avoid engaging in inappropriate behavior. However, if a Dietician engages in any inappropriate behavior, we request you to report it to us.

You understand and agree that we act as a facilitator between you and the Dietician/practitioners. The recommendations of the Dieticians will solely be based on the data and information as shared by you with the Dietician. You understand and agree that we shall have no liability with respect to the authenticity of the services of the Dieticians being facilitated through the Program. The Company shall not be responsible for any breach of the Program, recommendations and repercussions or deficiency by the Dietician.

Third Party Links

This Program may include hyperlinks to third party content or images. You acknowledge and agree that Program shall not be responsible for and does not endorse any advertising, products or resource available from such resources or websites. The intellectual property rights in the said third party images/content does not belong to this Program. These links are provided for your information and convenience only and are not an endorsement by Program of the content of such linked websites or third parties. This Program has no control over the contents of any linked website and is not responsible for these websites or their content or availability. Thus, we shall not be responsible for the content or accuracy of any third-party resource or for any loss or damage of any sort resulting from the use of, or for any failure of, products or services provided at or from a third party resource. We recommend these resources on an 'as is' basis. When you use a third party resource, you will be subject to their terms and licenses and no longer be protected by our privacy policy or security practices, which may differ from the third policy or practices or other terms. You should familiarize yourself with any license or use terms of, and the privacy policy and security practices of, the third party resource, which will govern your use of that resource.

Collection, Storage and Sharing of Personal Data

We shall provide you with the facility to store your data in your account through the Program (the “Data Storage Services”). The data stored through the Program may include registration data, any other the information uploaded by you, history of your activities on the Program, your and/ or your child’s diet and health records (the “Data”).

The Data shall be provided and stored on “as-is” basis which is at your sole risk and responsibility, and we do not validate the said information. We have the right to access the Data for any purpose whatsoever including for operational and technical purposes. The treatment of the Data by the Company shall be as provided under the Privacy policy.

We make no representation and are not responsible for accuracy or completeness of the Data under the Data Storage Services. Further, we shall not be liable for any content, fact, data, diagnosis or the language used in the Data. It is clarified that you shall be solely responsible and liable for the Data.

By subscribing to this Program, you agree, accept and allow us to share and transfer your personal information with any third party solely for the purpose of this Program. You agree and allow us to save your personal information as long as it will be required under this Program.

Payment and Billing

We reserve a right to amend and modify the terms of the Fees, payment and billing without any prior intimation to you in our sole discretion.

We maintain a standard payment method and you agree to accept it at the time of making the payment. Furthermore, you represent and warrant that you are authorized to use the designated payment method and authorize us (or our third-party payment processor) to charge your payment method for the total amount of your purchase (including any applicable taxes and other charges).

Your Paid Service may be suspended or cancelled if the payment method is either not verified, or is invalid or is otherwise not acceptable by you.

If you accept a promotional offer or make changes to your Paid Services, the amount billed may vary.

In the event of any dispute pertaining to the payments made by you, we shall pass it to the payment gateway provider shall for resolution and we shall not be liable for any such dispute.

Offers and Promotions

All promotions offered on the Platform for the Company Services are for limited period and subject to special terms and conditions which may be notified with such offer/promotion, which are and shall be in addition to the terms stated herein.

Representations and Warranties Disclaimer

We clearly represent that the Services rendered to you are personal in nature and shall be solely based on the information provided to us and shall not be used by anyone else.

We represent to you that the Program is solely meant to ease the daily life of millennial mothers by providing easy healthy tips in day-to-day routine and does not warrant/ ensure health of your child in any way.

We clearly represent that we merely act as a digital intermediary to connect you with the Dieticians listed on the Program, and hence, we disclaim to be involved in any medical or health care services, and so you should not rely on us for any medical opinion.

We clearly disclaim the existence of any dietician/ doctor- client relationship carried out through this Program.

We clearly represent to you that any consultation provided herein is purely an opinion and hence, it should not be misinterpreted to be medical advice in any manner.

We represent that the Services and consultations provided herein are by the Dieticians/ nutritionists who are third parties and hence, we shall not be liable for any of their content/ recommendations.

We represent that any contents including texts, pictures, recipes, opinions, provided on the Website is posted by the third parties and we shall not be liable for any dispute including but not limited to infringement, misrepresentations, deficiency in services, unfair trade practices.

We make no representation that the operation of the Program will be uninterrupted or error-free and we will not be liable for the consequences of any interruptions or errors. To the full extent permissible by applicable law, we do not warrant that the Program, its servers, or email sent from us are free of viruses or other harmful components.

We represent that we have the right to modify, develop, maintain, update or assign the rights of the Program in our sole discretion.

To the fullest extent permitted by law, we disclaims all liabilities arising out of your use or reliance upon the Program, its contents or any opinion or suggestion given or expressed by the Company or its third parties Dieticians.

We shall not be responsible or liable for any breach or loss of data including personal information caused due to events beyond our control due to technical reasons or third-party actions.

The disclaimers, waivers, releases, limitations and exclusions under these terms will apply regardless of whether the cause of action or the liability arises in laws, contract, tort or otherwise.

Disclaimers

THE PROGRAM AND SERVICES, ARE PROVIDED “AS-IS”, WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING OR ANY OTHER TERMS OR AGREEMENTS YOU HAVE WITH US, WE EXPLICITLY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES ARISING OUT OF OR RELATED TO THESE TERMS OF SERVICE OR THE DIETICIAN SERVICES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Program and the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis.

This means that while the Program intends to help you pursue nutritional goals for your child’s optimum health and growth, we only strive to make you achieve your goal and do not guarantee it. We make no endorsement, representation, or warranty of any kind about any information on the Program, whether provided to you by a Dietician or any content available through the Program. We are not responsible for the accuracy, reliability, availability, effectiveness, or correct use of information you receive via the Program and we are not responsible for any health problems that may result from your reliance on advice from our Dieticians. If you engage your child in any health, fitness, or wellness program or activities that you learn about through our Program, you agree that you do so voluntarily with your free consent and at your own risk. The User expressly understands and agrees that we disclaim any and/ or all liability with respect to any claim, suit or action brought by you in respect of availing/provision of the Services offered by the Dietician on the Program or in connection with payment for the Services availed through the Program and you agree to indemnify, defend and hold us harmless in connection with any such claim.

WE CANNOT BE HELD LIABLE FOR ANY DEFICIENCY IN SERVICES AS OUR SERVICES ARE PROVIDED SOLELY ON THE DATA AND INFORMATION RECEIVED FROM YOU AND SUCH MIGHT CHANGE WITH THE GROWING AGE OF THE CHILDREN.

Feedback

By using this Program, you agree that any information shared by you with us or with the Dieticians will be subject to our Privacy Policy. All feedback, ratings, reviews (“Feedback”) created by you on the Website relating to the Dieticians or the Services provided shall be your sole responsibility. As a platform, we do not take responsibility or liability for Feedback and its role with respect to Feedback is restricted to that of an ‘intermediary’ under the **DIGITAL SECURITY ACT, 2018**. Our role, legal rights and obligations and your publication of the Feedback shall be governed by the terms of ‘Prohibitions’ Clause.

You are allowed to provide feedback about your experiences with the Dieticians, however, you shall ensure that, the same is provided in accordance with laws applicable. You are solely responsible for the content of the Feedback and we shall not be liable to pay any consideration to you for re-publishing any content across any of its platforms. You understand that, we shall not be obliged to act in such manner as may be required to give effect to the content of the Feedback, such as suggestions for delisting of a particular Dietician from the Program.

You agree that we may contact you through [telephone, email, SMS, or any other electronic means of communication for the purpose of obtaining feedback in relation to Program, Services and/or to resolve any complaints, information, or queries regarding your Feedback.

Other Terms

Reviews, Feedback, Submissions

All discussions, ratings, comments, bulletin board service, chat rooms, Parenting service and/or other message or communication facilities means Material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this Website, for whatever purpose. End User acknowledges that any Material posted on the Website is public and not private communication.

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The foregoing provisions of this clause apply equally to and are for the benefit of Diapersbd.com, its subsidiaries, affiliates and its third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

Indemnity

You agree to defend, indemnify and hold harmless LC & ABHRS, its employees, directors, officers, agents and their successors and assigns from and against any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon your actions or inactions, which may result in any loss or liability to us or any third party including but not limited to breach of any warranties, representations or undertakings or in relation to the non-fulfillment of any of your obligations under this User Agreement or arising out of the your violation of any applicable laws, regulations including but not limited to Intellectual Property Rights, payment of statutory dues and taxes, claim of libel, defamation, violation of rights of privacy or publicity, loss of service by other subscribers and infringement of intellectual property or other rights. This clause shall survive the expiry or termination of this User Agreement.

Termination

We may terminate this Agreement at any time. Without limiting the foregoing, we shall have the right to terminate any passwords or accounts of End User in the event of any conduct by End User which we, in our sole discretion, consider to be unacceptable, or in the event of any breach by End User of this Agreement. Our right to any Comments shall survive any termination of this User Agreement. Any such termination of the User Agreement shall not cancel your obligation to pay for the product already ordered from the Site or affect any liability that may have arisen under the User Agreement.

Limitation of Liability and Disclaimers

The Site is provided without any warranties or guarantees and in an "As Is" condition. You must bear the risks associated with the use of the Site.

The Site provides content from other Internet sites or resources and while we try to ensure that material included on the website is correct, reputable and of high quality, it cannot accept responsibility if this is not the case. We will not be responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems you may experience with the Site.

This disclaimer does not apply to any product warranty offered by the manufacturer of the product as specified in the product specifications. This disclaimer constitutes an essential part of this User Agreement. To the fullest extent permitted under applicable law, we or our suppliers shall not be liable for any indirect, incidental, special, incidental, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses arising out of or in connection with the Site, its services or this User Agreement.

The Parenting contains general information and discussion about medicine, health and related subjects. The information and views provided herein should not be treated as medical advice. The information on the Parenting is provided without any representations or warranties, express or implied. You must not rely on the information on the Parenting as an alternative to medical advice from your doctor or other professional healthcare provider. If you have any specific questions about any medical matter, you should consult your doctor or other professional healthcare provider. The Parenting includes interactive features that allow users to communicate with us. You acknowledge that because of the limited nature of communication through the Parenting's interactive features, any assistance you may receive using any such features is likely to be incomplete or not appropriate for your condition. As health and nutrition research continuously evolves, we do not guarantee the accuracy, completeness, or timeliness of any information presented on the Parenting.

Without prejudice to the generality of the section above, the total liability of Diapersbd.com to you for all liabilities arising out of this User Agreement be it in tort or contract is limited to the value of the product ordered by you. LC or ABHRS, their associates and technology partners make no representations or warranties about the accuracy, reliability, completeness, currentness and/or timeliness of any content, information, software, text, graphics, links or communications provided on or through the use of the Site or that the operation of the Site will be error free and/or uninterrupted. Consequently, we assume no liability whatsoever for any monetary or other damage suffered by you on account of the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Site; and/or any interruption or errors in the operation of the Site. You accept that, as a limited liability entity, Diapersbd.com has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Diapersbd.com officers or employees in respect of any losses you suffer in connection with the website.

Site Security

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for you or logging onto a server or an account which you are not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any other user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding," "spamming," "mail bombing" or "crashing;" (d) sending unsolicited email,

including promotions and/or advertising of products or services; or (e) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting. Violations of system or network security may result in civil or criminal liability. Diapersbd.com will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site. You agree, further, not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Site other than the search engine and search agents available from Diapersbd.com on this Site and other than generally available third-party web browsers (e.g., Netscape Navigator, Microsoft Explorer).

MISCELLANEOUS

- 1. Force Majeure:** Without prejudice to any other provision herein, we will not be liable for any loss, damage or penalty as a result of any delay in or failure to deliver or otherwise perform hereunder due to any cause beyond the our control, including, without limitation, acts of the End User, embargo or other governmental act, regulation or request affecting the conduct of Diapersbd.com 's business, fire, explosion, accident, theft, vandalism, riot, acts of war, strikes or other labor difficulties, lightning, flood, windstorm or other acts of God.
- 2. Entire Agreement:** This Agreement and any operating rules for the Website established by Diapersbd.com constitute the entire agreement of the parties with respect to the subject matter hereof.
- 3. Waiver:** No waiver by either party of any breach or default hereunder is a waiver of any preceding or subsequent breach or default. The failure of either party to exercise any of its rights under this Agreement shall not be deemed a waiver or forfeiture of such rights or any other rights provided hereunder.
- 4. Headings:** The section headings used herein are for convenience only and shall be of no legal force or effect.
- 5. Severability:** If any provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions contained in this Agreement and the remaining portions of this Agreement shall continue in full force and effect.
- 6. Governing Law:** This Agreement will be governed by laws of Bangladesh, without reference to conflict of laws principles, if any.
- 7. Payment Decline:** We as a merchant shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on Account of the Cardholder having exceeded the preset limit mutually agreed by us with our acquiring bank from time to time.

Grievance Functionary

Please go to [Contact us](#) to raise/report issues around order, delivery, return, refund etc.

Grievance officer

In accordance with **DIGITAL SECURITY ACT, 2018** and rules made there under, the name and contact details of the Grievance Officer are provided below:

Mr. Ashok Kumar Adhikari

Love & Care Private Limited
1st floor, 14/K Nurabad Colony,
Dilu Road, Near Moghbazar Circle,
Dhaka-1217, Bangladesh

Email: grievance@diapersbd.com

Phone: +88-01720219136