

The "**Company**" "**Walmart India**" "**We**", "**Us**", "**Our**" shall mean Wal-Mart India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at E—20, 1st and 2nd Floor, Hauz Khas Main Market, new Delhi – 110 016

Best Price Modern Wholesale Store means the wholesale stores of the Company at various locations in India. ("**Best Price Store**")

Member means a registered member of the Best Price Modern Wholesale Store.

Member support Centre shall mean our customer care team which can be contacted at the details given in these Terms of Use.

For the purpose of these Terms of Use, wherever the context so requires "**You**" "**Your**" or "**User**" shall mean a Member. All Add On Cards issued by the Best Price Stores are linked to the same business account as the Primary Card. The definition of a User includes Add On Card holders also. The domain names www.bestpricewholesale.co.in and www.bestprice.in (hereinafter collectively referred to as "**Websites**") are owned by the Company. These domain names operate both as a desktop site and also a mobile site or WAP site. Android App by the name of BestPrice, iOS App by the name of BestPrice, chrome browser App by the name of BestPrice Lite are also owned by the Company. The backend control panel which is hosted on MartJack.com can also be used for placing an order received on a call from a Member at the Company owned or 3rd party operated call center. . All the aforesaid domain names, Apps, control panel shall also be included within the definition of "**Websites**".

Your use of the Website and related services and tools are governed by the following terms and conditions ("Terms of Use") set out herein below including the applicable policies which are incorporated herein. If You transact on the Website or by merely accessing the Website, You shall be contracting with Walmart India and will consequently be bound by these Terms of Use.

All products /services and information displayed on the Website constitute an "invitation to offer". Your order for purchase constitutes Your "offer" and the Company reserves the right to accept or reject Your offer. Our acceptance of offer will take place upon dispatch of the product(s) ordered. No act or omission of the Website prior to the actual dispatch of the product(s) ordered will constitute acceptance of Your offer.

Except where additional terms and conditions are provided which are product specific, these Terms of Use supersede all previous representations, understandings, or agreements and shall prevail notwithstanding any variance with any other terms of any order submitted.

1. Membership Registration Policy

- (i) Use of the Website is available only to Members of the Best Price Stores. For becoming a Member visit Your nearest Best Price Store or fill the Membership form online and submit the required documents thereat.

- (ii) Only online registered Members can avail online services of Best Price Stores.
- (iii) Your membership must be valid at the time of placing of any order on the Website and upto 48 hours after that. Where the membership of the Member would expire within the next 48 hours, an order placed by such a Member will be deemed to be cancelled and any amount paid in this regard by the Member shall be refunded by the Company as per the refund policy.
- (iv) Any persons whose membership has been suspended or terminated by the Company for any reason whatsoever, such individual will not be able to transact on the Website.
- (v) It is the Member's duty to ensure proper usage of online services and to further ensure that persons authorized on its behalf can only do the purchasing from Best Price Stores specifically understand the obligation that the products purchased are not for personal consumption and only for business purposes of resale, commercial, business, institutional and/or industrial use only. Any deviation from the aforesaid will entitle Best Price Stores to block/suspend his/her online account and the membership, and to take such other action(s) as may be necessary.
- (vi) Member is liable to ensure that his / her login id and password is not disclosed or transferred to any other person and that all online services at www.bestpricewholesale.co.in are used only for its own business purposes. Billing address will always be the registered membership address in case of online orders.
- (vii) You should have a valid/active e-mail id for registering onto to online Best Price Store.
- (viii) For updating your registration information like address, pincode, mobile no. etc, please contact membership desk of Your registered Best Price Store.

2. **Account and Related Obligations**

If You are a first time User, please login using the sign up page.

You are solely responsible for maintaining the confidentiality of Your Account and Password and You alone shall be responsible for all activities that occur under Your account and password. The Company shall not be liable to any person for any loss or damage which may arise as a result of any failure by You to protect Your password or account. If You know or suspect that someone else knows Your password you should notify Us by immediately contacting through Our Member Support Centre at membersupport@walmart.com or 0120-4878888 The Company cannot be held responsible under any circumstances whatsoever, for any loss suffered by the Members due to any unauthorized use of the login –id and/or password.

If Walmart India apprehends that there could be a breach of security or misuse of the Website, We may require You to change Your password and/or we may suspend Your account without any liability to Walmart India.

For account setup, You may be required to validate your mobile number via an OTP process. The OTP will be sent to the mobile number registered with the Best Price Store or Website when you had taken membership.

3. Electronic Communications

You consent to receive communications from us electronically or telephonically. We can communicate with You by e-mail, SMS, App notifications, browser notifications, OBD (Out Bound Recorded Voice Calling), chat platforms like Whatsapp, Hike, Jio chat Wechat, Messenger etc; targeted advertisements basis your personal identifiers on Websites, telephone, or by posting notices on the Website for various purposes including marketing, taking feedbacks of the services or Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically or telephonically shall be legally binding on You.

4. Pricing & Availability Information

While Walmart India strives to provide accurate product and pricing information, pricing changes or typographical errors may occur. Thus, We cannot confirm the price of a product until the same is billed at the point of sale at the Best Price Store. Prices and availability are subject to change without notice.

Sometimes an online price may not match the price in the Best Price Store – We will however use our best efforts to maintain price parity online and in Best Price Store to the extent possible.

In the event that the online prices and prices at the Best Price Store do not match, We shall have the option of charging You the higher of the 2 prices or to cancel the order, subject to your confirmation that the higher price is acceptable to You. If the higher price is not acceptable to You, then You shall have the right to cancel the order and take refund for that product or the full order depending on whether you have cancelled the product(s) with price discrepancy or the entire order. Walmart India shall have no obligation or liability to fulfill Your order on the price which is mentioned on the Website.

Stock and availability of a product is dynamic. At times when You place a order, we may not be able to fulfill the same due to any of the following reasons:

- (i) Stock is no longer available;
- (ii) Stock is damaged;
- (iii) Stock is near expiry;
- (iv) Stock has a different MRP from the one ordered;
- (v) Stock has a freebie associated with it which is different from what is displayed on the Website;
- (vi) Stock has been restricted to be sold by government recall order / notification;
- (vii) Stocks has been restricted to be sold in certain quantity threshold by a government order / notification;
- (viii) Stock has been instructed to be sold at a revised fixed price by a government order / notification;
and
- (ix) Any other reason.

5. Cancellation by the Website/Company

Orders placed using any online mode of payment cannot be cancelled once the payment has been approved. We reserve the right to refuse or cancel any order for any reason such as limitations on quantities available for purchase, inaccuracies or errors in product or pricing information, or for other problems identified by Us.

We may also require additional verifications or information before accepting any order. We will contact You if all or any portion of Your order is cancelled or if additional information is required to accept Your order. Refund will be processed as per the refund policy. We will contact You if all or any portion of Your order is cancelled or if additional information is required to accept Your order. In case an order is to be cancelled before payment is processed in case of an offline mode of payment (RTGS, Cash Pickup, Axis Bank, Pay at Store)), please contact our Member Support Centre @ 120-487-8888 between 10:00 am and 8:00 pm.

6. Payment

Minimum order value per transaction is Rs. 3000/-

Prices of all products indicated are inclusive of applicable taxes, unless stated otherwise.

When You are availing any of the payment method/s available on the Website, We will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to You due to any reason whatsoever, including but not limited to the following:

- Lack of authorization for to use the relevant mode of payment, or
- Exceeding the preset limit mutually agreed between Your Bank/s, or

- Decline of transaction for any other reason/s.

We accept payment in the following ways:

(i) Money:

- Member needs to be enrolled for Airtel Money Walmart Wallet
- To enroll for Airtel Money Walmart Wallet, please contact our Member Support Centre @0120-487-8888

(ii) RTGS:

Payment can be transferred into Company's bank account

Bank Name	ICICI Bank
A/c No	002105015498
Branch Address	SCO 18 & 19, HUDA SHOPPING CENTER SECTOR-14, MARKET COMPLEX GURGAON-122001
IFSC Code	ICIC0000021
MICR Code	110229003
Account Holder Name	WAL-MART INDIA PVT LTD

(iii) Online Payments:

Online payment can be made through Debit Cards, Credit Cards or Net banking

- It is the responsibility of the Member to ensure that he/she uses only their own card/bank account for online purchases.
- We accept only Master/Visa/Maestro cards.
- We do not accept American Express or any international cards.
- All online transactions are carried out through a secure encrypted connection.
- All online payments are free and carry no additional charges for the user.
- In case of a payment failure, please try again after ensuring Your card number, password, etc. are correct.
- In case Your account has been debited after a payment failure, debited amount will roll back to Your respective account within 7 working days.
- Orders will be serviced only after receipt of confirmation of receipt of payment from the payment gateway.

7. **Shipping Policy**

We strive to deliver products purchased from us in good condition and in the fastest possible time. A Member of Best Price Store can choose either 'In Store Pickup' or 'Door Step delivery' as the preferred option.

(i) In Store Pickup

All orders placed for In Store Pickup will be ready for pick up from the Best Price Store at which your order has been placed after 24 hours of placing of the order except for the orders from 'Special Orders' section, for which an estimated time is displayed on the respective product page. Once the order is ready for pick up, our Member Support Center will duly intimate you and you can collect the order from the Best Price Store during store operating hours ([Click here](#) for information on store open hours).

Your order will be held at the Best Price Store for maximum of 48 hours from the time when Member Support Centre intimates you that the order is ready for pickup. In case you do not pick up the products within 48 hours, We can cancel the order at our sole discretion.

At the time of pick-up, Member needs to produce his/her valid membership card in original. In case the Member is unable to pick up the products personally, a Member nominated representative bearing the relevant authorization letter and copy of membership card of that of the Member only can collect the order on Member's behalf. [Click here](#) to download the authorization letter. Member or its authorized representative shall be responsible for checking the billed items against the order. In case of any discrepancy, Member or its authorized representative should bring it to the attention of the respective store associate before leaving the store premises.

Member or its authorized representative shall sign the duplicate copy of bill after taking delivery of the In Store Pickup order. The signed copy of bill shall be considered as a proof that the Member has collected the order from the Best Price Store. No complaints with regards to shortage or discrepancy of any product will be accepted, after the Member or its authorized representative has signed the duplicate copy of the bill.

(ii) Door Step Delivery

We strive to deliver your order within 24 hours (for locations within city municipal limits) and within 2 - 3 working days (for locations beyond city municipal limits), after realization of payment except for some special orders for which an estimated delivery time is displayed on respective product page.

All deliveries will be done till ground floor only and to the point where the entry of vehicle is permitted.

Occasionally, delivery may take longer time due to bad weather, transportation delays, political or technical disruptions and any other circumstances beyond our reasonable control. In all such cases, We shall not be liable for the delay. However, We assure you that our Member Support Centre will proactively reach out to You and make reasonable endeavor to suitably address the issue related to delay and delivery of your order.

Shipping charges will be calculated based on the weight / cubical volume and shipping address of the order and will be displayed at the time of placing of the order. Shipping charges must be paid in full at the time of placing of order, except for orders placed from Jammu and Zirakpur Best Price Store. Shipping is possible on address located in India and on specified PIN codes only. Please check the same before placing the order. ([Click here](#) for storewise serviceable PIN codes).

Member needs to check the billed items against the order at the time of taking delivery of the order. In case of any discrepancy/damage in the orders, Member is requested to bring it to the attention to our Member Support Center within 24 hours from the time of delivery.

If You cancel your complete order before dispatch, shipping charges shall be refunded to You as per the refund policy. If You wish to return the order delivered to You, it must be in accordance with the return policy. However, in all return cases original shipping charges shall not be refunded to You even if you return only a part of any order delivered to You.

In some cases Your order may be delivered to You in parts on different dates and through different modes of deliveries depending upon various factors including our internal processes. We would like to assure You that we will make every attempt to deliver Your product(s) as per Your order. In case we are unable to deliver any of Your order/purchase, we will refund You the payment made towards that item as per the refund policy.

**Note - The above door step delivery terms and conditions do not apply to orders placed from Jammu and Zirakpur Best Price Store. For Jammu and Zirakpur Best Price Store, delivery is done by a third party transporter who is engaged by the Member. The Member is required to pay delivery charges to third party transporter upon receipt of the products.*

8. Fraudulent /Declined Transactions

Walmart India reserves the unconditional right to recover the cost of products, collection charges and lawyers' fees, if any, from any person using/accessing the Website in a unauthorized or fraudulent manner. Walmart India reserves the right to initiate legal proceedings against such persons for fraudulent use of the Website and for any other unlawful acts or acts or omissions in breach of this Terms of Use.

9. Substitutions

At times the product You have ordered on the Websites may not be available. In such a case, Walmart India will reach out to You with a suitable substitution. This communication will be done via phone/ email or via a standing instruction received from You. Basis Your confirmation, Your order will be accordingly modified. The final invoice will reflect the substituted products.. In case You are not happy with the offered substitution, You can opt for a refund which will be processed as per the Refunds policy.

10. Returns and Refunds

(i) 15 Day Return/Replacement:

Any product purchased from www.bestprice.in can be refunded or exchanged within 15 days from the date of delivery (including the date of delivery) with the following exceptions:

- All electronic items including but not limited to camcorders and digital cameras, electronics and appliances, digital music players, portable video players, cell phones, computers/laptops, computer component and accessories;
- Underwear and personal apparel;
- Any product which is due to expire in the next 15 days; and
- Bakery products and processed food products.

For any complaint regarding the product that is covered under manufacturer's warranty, the Member is requested to take the product to authorized service station for necessary replacement or repairs.

All returns or exchange can be processed in the Best Price Store where the order has been placed. Member is required to visit the Best Price Store along with the product and original copy of the invoice on any store open days.

We appreciate you for keeping the following in mind:

- Product (s) being returned must be in their original, unused condition, and returned within 15 days of receipt in the original packing.
- Original barcodes, tags, labels, and brand packaging should not be tampered with.
- Sachets/ packets accompanying the product should not be opened/ tampered with.
- Any product You have received free as a part of any promotion or marketing activity along with the order which You are returning must also be returned in original and saleable condition. We will not be able to process the return if We have not received the free product given with that order.
- All returns/replacement shall be subject to quality check by Us.

(ii) Refund:

If payment has been made through NEFT / RTGS / Cash Pick-Up / Kotak – BestPrice Card, AXIS Bank deposit:

All refunds as per the above methods will be paid via RTGS upon submission of clear and legible copies of all of the following documents by You:

- (a) Scanned copy of Vendor Registration Form;
- (b) Scanned copy of cancelled cheque (clearly mentioning member name and IFSC code; and
- (c) Scanned copy of PAN Card.

If the payment has been made through Net-banking, Debit card, Credit Card or Wallet (PayTM, Mobikwik, Airtel Money etc):

Refund will be initiated within 2 working days, however it may take around 7-10 working days to get credited into Your account from the date of initiation of the refund process. Credit will be made available in the same account through which the payment was made. Working days exclude Saturday, Sunday, National holidays and Bank holidays.

In case you do not get refund even after 10 working days from the date of initiation of the refund process, please contact our Member Support Centre @ 0120-487-8888 between 10:00 am and 8:00 pm on membersupport@walmart.com or 0120-4878888.

11. You Agree and Confirm

- (i) That the address at which delivery of the product ordered by You is to be delivered will be correct and proper in all respects and in the event that a non-delivery/wrong delivery occurs on account of a mistake by You for instance wrong address or any other wrong information provided by You, then in such a case any extra cost incurred by Walmart India for collection and/or redelivery shall be claimed from You., Any address entered by You (including Add On members) will be deemed to be Your alternative business address. Walmart India has no means of verifying all your business addresses and it assumes in good faith that You are requesting delivery of products at a business address and the purchase of the products is for the defined business purposes. The option of requesting delivery of products at an alternate business address is available only to non-government Members.
- (ii) That you will use the Website for lawful purposes only and comply with all applicable laws and regulations while browsing the Website and/or transacting on the Website.
- (iii) You will provide authentic and true information in all instances where such information is requested from You. Company/Website reserves the right to confirm and validate the information and other details provided by You at any point of time. If Your details are found not to be true (wholly or partly), Website has the right to reject the registration and debar You from using the Website and / or other affiliated Websites without prior intimation whatsoever.
- (iv) That You shall access the Website and transact at Your sole risk and shall use Your best and prudent judgment before entering into any transaction through the Website.
- (v) That before placing an order You will check the product description carefully. By placing an order for a product you agree to be bound by the conditions of sale included in the product's description.
- (vi) You may not use the Website, directly or indirectly for any of the following purposes:
- (vii) Disseminating any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material.
- (viii) Transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any relevant laws, regulations; or results in any civil and monetary liability for the Company.

- (ix) Gaining unauthorized access to the Website or other computer systems.
- (x) Interfering with any other person's use or enjoyment of the Website.
- (xi) Interfering or disrupting networks or websites connected to Walmart India.
- (xii) Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the Company.
- (xiii) Manually or electronically via using of bots, spiders or other tools obtain information from the Website for purposes other than the purchase of products.

12. Pictorial Representation and Colors

All pictures indicated on the Website/(s) are representative. Best Price Store / Company does not guarantee that pictures exactly match with the actual products. We make best effort to display pictures and colours of products that appear on the Website as accurately as possible. However, there can be slight variation between the picture and the colour that appear on Website and the actual product/colour. The Company will not be liable for the same and such variation alone should not be the basis of a return or exchange. At times a product picture may also depict a certain promotion. This promotion will be subject to availability of stocks at the Best Price Stores.

13. Money Back Guarantee



At Wal-Mart India, it is our endeavor to provide superior quality products through the Company's Members Mark product range. 100% money back will be provided to Members in case of Member dissatisfaction in relation to the use of Members Mark product range, subject to the following terms and conditions:

- (i) This guarantee is applicable to products which have been purchased at regular shelf price and not on clearance sale or any promotion;
- (ii) This guarantee can be claimed from the Best Price Store from where the product has been purchased against original invoice within 7 days of purchase;

- (iii) Member is responsible to deliver the product back to the Best Price Store at its own cost;
- (iv) The product should not have deteriorated due to any fault or negligence of the Member, such as inappropriate storage or handling conditions;
- (v) 100% money back guarantee will be provided at the sole discretion of the Company. The decision of the Company shall be final;
- (vi) This policy is valid till 20/12/2017.

All claims raised under this category will be processed as per refund/Return policy of the Company.

14. Modification of Terms & Conditions of Service

Walmart India may at any time modify the Terms of Use of the Website without any prior notification to You. The latest version of these Terms of Use would always be available on the Website. You are, therefore requested to regularly review the Terms of Use on the Website. In the event the modified Terms of Use is not acceptable to You, You should immediately discontinue using the Website; if You continue to use the Website You shall be deemed to have agreed to the modified Terms of Use of this Website.

15. Governing Law and Jurisdiction

These Terms of Use shall be governed by and interpreted and construed in accordance with the laws of India. In case of any dispute, Courts at Delhi shall have the exclusive jurisdiction.

16. Reviews, Feedback, Submissions

All reviews, comments, feedback, suggestions, ideas, and other submissions disclosed, submitted or offered to Walmart India on or by this Website in connection with Your use of this Website (collectively, the "Comments") shall be and remain the property of Walmart India. Such disclosure, submission or offer of any Comments shall constitute an assignment to Walmart India of all worldwide rights, titles and interests in all copyrights and other intellectual properties in the Comments. The Website will be entitled to use, reproduce, disclose, modify, adapt, create derivative works from, publish, display and distribute any Comments you submit for any purpose whatsoever, without restriction and without compensating you in any way.

Walmart India shall be under no obligation

- (i) to maintain any Comments in confidence;
- (ii) to pay you any compensation for any Comments; or
- (iii) to respond to any Comments.

You agree that any Comments submitted by You to the Website will not violate this policy or any right of any third party, including copyright, trademark, privacy or other personal or proprietary right(s), and will not cause injury to any person or entity. You further agree that no Comments submitted by You to the Website will be or contain libelous or otherwise unlawful, threatening, abusive or obscene material, or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of spam.

Walmart India does not regularly review posted Comments, but does reserve the right (but not the obligation) to monitor and edit or remove any Comments submitted to the Website. You grant Walmart India the right to use the name under which you submit any Comments. You agree not to use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of any Comments you submit. You are and shall remain solely responsible for the content of any Comments You make and You agree to indemnify Walmart India and its affiliates for all claims resulting from any Comments you submit. Walmart India and its affiliates take no responsibility and assume no liability for any Comments submitted by you or any third party.

17. Copyright & Trademark

- (i) Walmart India and its suppliers and licensors owns and hereby expressly reserve all intellectual property rights in all text, programs, products, processes, technology, content and other materials, which appear on this Website. Access to this Website does not confer nor shall not be considered as conferring upon anyone any license to any intellectual property rights. The Website names and logos and all related product and service names, design marks and slogans are the exclusive property of Walmart group. All other marks are the property of their respective companies. Access to this Website does not authorize anyone to use any name, logo or mark in any manner. Unless otherwise noted, all Contents are copyrights, trademarks, trade dress and/or other intellectual property owned, controlled or licensed by Walmart India one of its affiliates or by third parties who have licensed their materials to the Website and are protected by Indian and international copyright laws.
- (ii) Any use of this Website or its contents, for any purpose other than for what it is intended is prohibited without the prior permission of Walmart India.
- (iii) References on this Website to any names, marks, products or services of third parties or hypertext links to third party Websites or information are provided solely as a convenience to You and do not in any way constitute or imply Website endorsement, sponsorship or recommendation of the third party, information, product or service.

- (iv) Walmart India is not responsible for the content of any third party websites and does not make any representations regarding the content or accuracy of material on such websites. If You decide to link to any such third party Websites, You do so entirely at Your own risk.
- (v) You may not reproduce, publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Contents, the Website or any related software. All software used on this Website is the property of Walmart India group or its suppliers and protected by Indian and international copyright laws. The Contents and software on this Website may be used only as a shopping resource. Any other use, including the reproduction, modification, distribution, transmission, republication, display, or performance, of the Contents on this Website is strictly prohibited.

18. Objectionable Material

You understand that by using this Website or any services provided on the Website, you may encounter Content that may be deemed by some to be offensive, indecent, or objectionable, which Content may or may not be identified as such. You agree to use the Website and any service at Your sole risk and that to the fullest extent permitted under applicable law. Walmart India and its affiliates shall have no liability to you for Content that may be deemed offensive, indecent, or objectionable to you.

19. Indemnity

You agree to defend, indemnify and hold harmless Walmart, 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 based upon Your actions or inactions, which may result in any loss or liability to the Website or to the Company or any third party including but not limited to breach of any warranties, representations or undertakings or in relation to the non-fulfilment of any of Your obligations under this Terms of Use 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 these Terms of Use.

20. Termination

Your membership shall continue until terminated by You or the Website/Company. Walmart India may terminate Your membership at any time and may do so immediately without notice, and accordingly deny You access to the Website. Such termination will be without any liability to Walmart India. Upon any termination of the membership and consequently termination of this Terms of Use, You must promptly destroy all materials downloaded or otherwise obtained from this Website, as well as all copies of such materials. Walmart India's right to any Comments shall survive any termination of Your Membership. Any such termination shall not cancel Your obligation to pay for any product already ordered from the Website.

21. Limitation of Liability and Disclaimers

Your access to the Website is provided without any warranties or guarantees and is on an "As Is" condition. You must bear the risks associated with the use of the Website.

The Website provides content from other Internet websites or resources and while Walmart India tries 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. Website/Walmart India 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 Website.

This disclaimer does not apply to any product warranty offered by the manufacturer of the product as specified in the product specifications and Walmart India shall not be obliged to assist you in this regard.

To the fullest extent permitted under applicable law, Walmart India or its 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 Website, its services or this Terms of Use.

Without prejudice to the generality of the section above, the total liability of Walmart India to You for any and all liabilities arising out of this Terms of Use is limited to the value of the product(s) billed to You.

Walmart India, its associates and technology partners make no representations or warranties about the accuracy, reliability, completeness, current-ness and/or timeliness of any content, information, software, text, graphics, links or communications provided on or through the use of the Website or that the operation of the Website will be error free and/or uninterrupted. Consequently, Walmart India assumes 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 Website; and/or any interruption or errors in the operation of the Website or any technical interruption (including virus, etc.).

22. Website Security

You are prohibited from violating or attempting to violate the security of the Website, 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 Website, overloading, "flooding," "spamming," "mail bombing" or "crashing;" (d) sending unsolicited e-mail, 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 e-mail or newsgroup posting.

Violations of system or network security may result in civil or criminal liability. Walmart India 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 Website or any activity being conducted on this Website. 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 Website other than the search engine and search agents available from Walmart India on this Website and other than generally available third party web browsers (e.g., Netscape Navigator, Microsoft Explorer).

23. Entire Understanding

If any part of this Terms of Use is determined to be invalid or unenforceable pursuant to any applicable law including, but not limited to, the warranty disclaimers 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 Terms of Use shall continue in effect. Unless otherwise specified herein, the Terms of Use constitutes the entire agreement between You and Walmart India with respect to Website/services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Walmart India with respect to the Website/services. Walmart's failure to act with respect to any breach by You or others does not waive of its right to act with respect to subsequent or similar breaches.

Member Support Centre

Contact Details: Phone # 0120-4878888

E-mail: membersupport@walmart.com

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.