# Conditions of Use

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Please read these conditions carefully before using the Amazon.in website. By using the Amazon.in website, you signify your agreement to be bound by these conditions.

In addition, when you use any current or future Amazon.in service (eg. Wish List or Marketplace) ("Amazon Service"), you will also be subject to the terms, guidelines and conditions applicable to that Amazon Service. ("Terms"). If these Conditions of Use are inconsistent with such Terms, the Terms will control.

These "Conditions of Use" constitute an electronic record within the meaning of the applicable law. This electronic record is generated by a computer system and does not require any physical or digital signatures.

* Conditions Relating to Your Use of Amazon.in
* Notice and Procedure for Making Claims of Infringement
* Notice and Procedure for Notifying Amazon.in of Objectionable Content

## **Conditions Relating to Your Use of Amazon.in**

****1. Your Account****

If you use the website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer to prevent unauthorised access to your account. You agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner. Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provided when registering. You can access and update much of the information you provided us with in the [Your Account](https://www.amazon.in/gp/css/homepage.html/ref=nav_youraccount_ya" \t "/home/a/Documents\\x/_blank) area of the website. You agree and acknowledge that you will use your account on the website to purchase products only for your personal use and not for business purposes. Should you wish to order products for business purposes, please create a business account on [Amazon.in/business](https://www.amazon.in/business" \t "/home/a/Documents\\x/_blank). Amazon.in reserves the right to refuse access to the website, terminate accounts, remove or edit content at any time without notice to you.

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****2. Privacy****

Please review our [Privacy Notice](https://www.amazon.in/gp/help/customer/display.html?nodeId=GX7NJQ4ZB8MHFRNJ), which also governs your visit to Amazon.in, to understand our practices. The personal information / data provided to us by you during the course of usage of Amazon.in will be treated as strictly confidential and in accordance with the Privacy Notice and applicable laws and regulations. If you object to your information being transferred or used, please do not use the website.

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****3. E-Platform for Communication****

You agree, understand and acknowledge that the website is an online platform that enables you to purchase products listed on the website at the price indicated therein at any time from any location. You further agree and acknowledge that Amazon is only a facilitator and is not and cannot be a party to or control in any manner any transactions on the website. Accordingly, the contract of sale of products on the website shall be a strictly bipartite contract between you and the sellers on Amazon.in.

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****4. Access to Amazon.in****

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

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****5. Licence for website access****

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****6. Your Conduct****

You must not use the website in any way that causes, or is likely to cause, the website or access to it to be interrupted, damaged or impaired in any way You understand that you, and not Amazon.in, are responsible for all electronic communications and content sent from your computer to us and you must use the website for lawful purposes only. You must not use the website for any of the following:

* for fraudulent purposes, or in connection with a criminal offense or other unlawful activity
* to send, use or reuse any material that does not belong to you; or is illegal, offensive (including but not limited to material that is sexually explicit content or which promotes racism, bigotry, hatred or physical harm), deceptive, misleading, abusive, indecent, insulting or harassing, blasphemous, defamatory, libelous, obscene, pornographic, paedophilic, or menacing; ethnically objectionable, disparaging or in breach of copyright, trademark, patent, confidentiality, privacy or any other proprietary information or right; or is otherwise injurious to third parties; or relates to or promotes money laundering or gambling; or is harmful to minors in any way; or impersonates another person; or threatens the unity, integrity, defence, security or sovereignty of India or friendly relations with foreign States or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting other nation; or objectionable or otherwise unlawful in any manner whatsoever; or which consists of or contains software viruses or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource, political campaigning, commercial solicitation, chain letters, mass mailings or any "spam; or is patently false and untrue.
* to cause annoyance, inconvenience or needless anxiety

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****7. Reviews, comments, communications and other content****

Users of this website may post reviews, comments and other content; send communications; and submit suggestions, ideas, comments, questions, or other information, as long as the content is not illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties, or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." In the event a user uses a false e-mail address, impersonates any person or entity, or otherwise misleads as to the origin of any content. Amazon.in reserves the right (but not the obligation) to remove, refuse, delete or edit any content that in the sole judgement of Amazon.in violates these Conditions of use and, or terminate your permission to access or use this website.

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****8. Claims against Objectionable Content****

You can refer to the product detail page on Amazon.in for checking any product details provided by the seller regarding the following:

* the total price in single figure of any good or service, along with the breakup price for the good or service, showing all the compulsory and voluntary charges such as delivery charges, postage and handling charges, conveyance charges and the applicable tax, as applicable. These details are available on the invoice issued to you. To understand how to generate an invoice you can refer here.
* mandatory notices and information provided by applicable laws, and the expiry date of the good being offered for sale, where applicable; .
* goods and services offered for sale by the seller including country of origin which are necessary for enabling the consumer to make an informed decision at the pre-purchase stage; .
* importer and the guarantees related to the authenticity or genuineness of the imported products; and.
* guarantees or warranties applicable to such goods or services. .Further, all contractual information required to be disclosed by law is incorporated as part of the Amazon Services Business Solutions Agreement (BSA) executed by each seller on Amazon.in, prior to listing its products. A copy of the BSA is available [here](https://sellercentral.amazon.in/gp/help/external/G1791?language=en_IN).

Because Amazon.in lists millions of products for sale offered by sellers on the website and hosts many thousands of comments, it is not possible for us to be aware of the contents of each product listed for sale, or each comment or review that is displayed. Accordingly, Amazon.in operates on a "notice and takedown" basis. If you believe that any content on the website is illegal, offensive (including but not limited to material that is sexually explicit content or which promotes racism, bigotry, hatred or physical harm), deceptive, misleading, abusive, indecent, insulting or harassing, blasphemous, defamatory, libelous, obscene, pornographic, paedophilic, invasive of another’s privacy or menacing; ethnically objectionable, disparaging; or in breach of a third party’s confidential, proprietary information or right; or is otherwise injurious to third parties; or relates to or promotes money laundering or gambling; or is harmful to minors in any way; or impersonates another person; or threatens the unity, integrity, defence, security or sovereignty of India or friendly relations with foreign States, or public order, or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or in insulting other nation; or objectionable or otherwise unlawful in any manner whatsoever; or which consists of or contains software viruses or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource; or is patently false and untrue (" Objectionable Content "), please notify us immediately by following our [Notice and Procedure for Making Claims of Right Infringements](https://www.amazon.in/gp/help/customer/display.html?nodeId=GLSBYFE9MGKKQXXM" \l "GUID-523AEA8E-920A-4BA4-9EE0-2FCC6C3AB1D8__SECTION_E8DB72AB78B144658B508E816F23127B). Once this procedure has been followed, Amazon.in will make all reasonable endeavours to remove such Objectionable Content complained about within a reasonable time.

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****10. Intellectual Property Claims****

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****12. Patents****

One or more patents apply to the website and to the features and services accessible via the website, including without limitation: US Patent Nos. 5,715,399; 5,960,411; 6,006,225; 6,029,141; 6,064,980; 6,144,958; 6,169,986; 6,185,558; 6,266,649; 6,317,722; 6,360,254; 6,366,910; 6,401,084 and all corresponding foreign counterparts.

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****13. Disclaimer****

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****14. Indemnity and Release****

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

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

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****15. Children****

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****16. Other Businesses****

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****17. Communications****

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

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****18. Losses****

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

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****19. Alteration of Service or Amendments to the Conditions****

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

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****20. Events beyond our reasonable control****

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

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****21. Waiver****

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

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****22. Governing law and Jurisdiction****

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

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****23. Our Details****

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****24. Customer Complaint Details****

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

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****25. Amazon Software Terms****

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