

## **Terms and Conditions**

### **Welcome to FRNZY.**

A personalised experience for you:

Your experience on Frnzy is as unique as the products that are available at Frnzy. It's unlike anyone else's: from the products, posts, Feed content, the Shops you follow and every other features such as Trending, Marketplace and Search - each aspect is unique and personalised. We at FRNZY use our collected data such as the connections, choices and settings you make and select, what you share and do on and off our Products – to personalise your experience. We help you discover content, products and services that may interest you.

### **1. Accepting These Terms**

This documents referenced below make up our User policy or the FRNZY Terms of Use (the “Terms”).

The Terms are a legally binding contract between you and FRNZY.

This contract sets out your rights and responsibilities when you use FRNZY.com, our mobile application(s) and other such allied and cognate services. Please note that you're agreeing to the Terms by using any of our Services, even browsing through our website(s).

### **2. Your Privacy**

We know your personal information is important to you, and therefore it's very important to FRNZY. Our Privacy Policy details how your information is used when you use our Services.

At FRNZY, we take complete responsibility of the information processed by FRNZY. Any and all the information that is processed by the sellers available at FRNZY is separately and independently controlled by said sellers. Therefore, each party is responsible for the data it processes in providing the Services available at FRNZY. For example, if a seller accidentally discloses a buyer's name and email address when fulfilling another buyer's order, the seller, not FRNZY, will be responsible for that unauthorised disclosure.

In cases where FRNZY and sellers are joint data controllers of buyers' personal information, such sellers agree to indemnify FRENZY in cases of data controlled by the seller.

### **3. Your Account with FRNZY**

You'll need to create an account with FRNZY to use some of our Services. Here are a few rules about accounts with FRNZY:

**A. You must be 18 or older to use our Services:** Minors under 18 and at least 13 years of age are permitted to use services at FRNZY only if they have the appropriate permission and direct supervision of their parent or legal guardian who is the owner of the account.

The owner of the account are responsible for any and all account activity conducted by a minor on the account.

**B. Be honest with us:** Provide accurate information about yourself. It's not OK to use false information or impersonate another person or company through your account.

**C. Choose an appropriate name:** If you decide to not have your full name serve as the name associated with your account, you may not use language that is offensive, vulgar, or infringes someone's intellectual property rights, or otherwise violates the Terms.

**D. You are responsible for your account:** You're solely responsible for any activity on your account. If you're sharing an account with other people, then the person whose billing information is on the account will ultimately be responsible for all activity. If you're registering as a business entity, you personally guarantee that you have the authority to agree to the Terms on behalf of the business. Also, your accounts are not transferable.

**E. Protect your password:** As we mentioned above, you're solely responsible for any activity on your account, so it's important to keep your account password secure.

**F. Our relationship:** These Terms don't create any agency, partnership, joint venture, employment, or franchisee relationship between you and FRNZY.

#### **4. Your Content**

Content that you post using our Services is your content ("Your Content"). We don't make any claim to it. That includes anything you post using our Services (like shop names, profile pictures, listing photos, listing descriptions, reviews, comments, videos, usernames, etc.).

**A. Responsibility for Your Content:** You understand that you are solely responsible for Your Content. You represent that you have all necessary rights to Your Content and that you're not infringing or violating any third party's rights by posting it.

**B. Permission to Use Your Content:** By posting Your Content through our Services, you grant FRNZY a license to use it. We don't claim any ownership to Your Content, but we have your permission to use it to help FRNZY function and grow. That way, we won't infringe any rights you have in Your Content and we can help promote your stuff.

**C. Rights You Grant FRNZY:** By posting Your Content, you grant FRNZY a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use, display, edit, modify,

reproduce, distribute, store, and prepare derivative works of Your Content. This allows us to provide the Services and to promote FRNZY, your FRNZY shop, or the Services in general, in any formats and through any channels, including across any FRNZY Services, our partners, or third-party website or advertising medium. You agree not to assert any moral rights or rights of publicity against us for using Your Content. You also recognise our legitimate interest in using it, in accordance with this license, to the extent Your Content contains any personal information.

**D. Inappropriate, False, or Misleading Content:** You agree that you will not post any content that is abusive, threatening, defamatory, obscene, vulgar, or otherwise offensive or in violation of any law in force. You also agree not to post any content that is false and misleading or uses the Services in a manner that is fraudulent or deceptive.

## **5. Your Use of Our Services**

**License to Use Our Services:** We grant you a limited, non-exclusive, non-transferable, and revocable license to use our Services - subject to the Terms and the following restrictions in particular:

**A. Don't Use Our Services to Break the Law:** You agree that you will not violate any laws in connection with your use of the Services. This includes any local, state, central, and international laws that may apply to you.

**B. Don't Steal Our Stuff:** You agree not to "crawl," "scrape," or "spider" any page of the Services or to reverse engineer or attempt to obtain the source code of the Services.

**C. Don't Try to Harm Our Systems:** You agree not to interfere with or try to disrupt our Services, for example by distributing a virus or other harmful computer code.

**D. Follow Our Trademark Policy:** The names "FRNZY" and, and the other FRNZY marks, phrases, logos, and designs that we use in connection with our Services, are trademarks, service marks, or trade dress of FRNZY.

**E. Share Your Ideas:** We love your suggestions and ideas! They can help us improve your experience and our Services. Any unsolicited ideas or other materials you submit to FRNZY (not including Your Content or items you sell through our Services) are considered non-confidential and non-proprietary to you. You grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

**F. Talk to Us Online:** FRNZY will provide you with certain legal information in writing.

## **6. Termination**

**Termination By You:** We'd hate to see you go, but you may terminate your account with FRNZY at any time from your account settings. Terminating your account will not affect the availability of some of Your Content that you posted through the Services prior to termination.

**Termination By FRNZY:** We may terminate or suspend your account (and any related accounts) and your access to the Services at any time, for any reason, and without advance notice. If we do so, it's important to understand that you don't have a contractual or legal right to continue to use our Services, for example, to sell or buy on our websites or mobile apps. FRNZY may refuse service to anyone, at any time, for any reason.

If you or FRNZY terminate your account, you may lose any information associated with your account, including Your Content.

**We May Discontinue the Services:** FRNZY reserves the right to change, suspend, or discontinue any of the Services at any time, for any reason. We will not be liable to you for the effect that any changes to the Services may have on you, including your income or your ability to generate revenue through the Services.

**Survival:** The Terms will remain in effect even after your access to the Service is terminated, or your use of the Service ends.

## **7. Warranties and Limitation of Liability**

**Items You Purchase:** You understand that FRNZY does not manufacture, store, or inspect any of the items sold through our Services. We provide the venue; the items in our marketplaces are produced, listed, and sold directly by independent sellers, so FRNZY can't and does not make any warranties about their quality, safety, or even their legality. Any legal claim related to an item you purchase must be brought directly against the seller of the item. You release FRNZY from any claims related to items sold through our Services, including for defective items, misrepresentations by sellers, or items that caused physical injury (like product liability claims).

**Content You Access:** You may come across materials that you find offensive or inappropriate while using our Services. We make no representations concerning any content posted by users through the Services. FRNZY is not responsible for the accuracy, copyright compliance, legality, or decency of content posted by users that you accessed through the Services. You release us from all liability relating to that content.

**People You Interact With:** You can use the Services to interact with other individuals, either online or in person. However, you understand that we do not screen users of our Services, and you release us from all liability relating to your interactions with other users. Please be careful and exercise caution and good judgment in all interactions with others, especially if you are meeting someone in person.

**Third-Party Services:** Our Services may contain links to third-party websites or services that we don't own or control (for example, links to Facebook, Twitter and Pinterest). You may also need to use a third party's product or service in order to use some of our Services (like a compatible mobile device to use our mobile apps). When you access these third-party services, you do so at your own risk. The third parties may require you to accept their own terms of use. FRNZY is not a party to those agreements; they are solely between you and the third party.

**Gift Cards and Promotions:** You acknowledge that FRNZY does not make any warranties with respect to your Gift Card balance and is not responsible for any unauthorised access to, or alteration, theft, or destruction of a Gift Card or Gift Card code that results from any action by you or a third party. You also acknowledge that we may suspend or prohibit use of your Gift Card if your Gift Card or Gift Card code has been reported lost or stolen, or if we believe your Gift Card balance is being used suspiciously, fraudulently, or in an otherwise unauthorised manner. If your Gift Card code stops working, your only remedy is for us to issue you a replacement Gift Card code. By participating in a special offer or promotion, you agree that you may not later claim that the rules of that special offer or promotion were ambiguous.

**Warranties:** FRNZY is dedicated to making our Services the best they can be, but we're not perfect and sometimes things can go wrong. You understand that our Services are provided "as is" and without any kind of warranty (express or implied). We are expressly disclaiming any warranties of title, non-infringement, merchantability, and fitness for a particular purpose, as well as any warranties implied by a course of performance, course of dealing, or usage of trade.

We do not guarantee that: (i) the Services will be secure or available at any particular time or location; (ii) any defects or errors will be corrected; (iii) the Services will be free of viruses or other harmful materials; or (iv) the results of using the Services will meet your expectations. You use the Services solely at your own risk. Some jurisdictions do not allow limitations on implied warranties, so the above limitations may not apply to you.

**Liability Limits:** To the fullest extent permitted by law, neither FRNZY, nor our employees or directors shall be liable to you for any lost profits or revenues, or for any consequential, incidental, indirect, special, or punitive damages arising out of or in connection with the Services or these Terms. In no event shall FRNZY's aggregate liability for any damages exceed the greater of Rs 5,000 or the amount you paid FRNZY, whichever is lower, in the past twelve months. Some jurisdictions do not allow limitations on incidental or consequential damages, so the above limitations may not apply to you.

## **8. Indemnification**

We hope this never happens, but if FRNZY gets sued because of something that you did, you agree to defend and indemnify us. That means you'll defend FRNZY (including any of our employees) and hold us harmless from any legal claim or demand (including reasonable attorney's fees) that arises

from your actions, your use (or misuse) of our Services, your breach of the Terms, or your account's infringement of someone else's rights.

We reserve the right to handle our legal defense however we see fit, even if you are indemnifying us, in which case you agree to cooperate with us so we can execute our strategy.

## **9. Disputes with Other Users**

If you find yourself in a dispute with another user of FRNZY's Services or a third party, we encourage you to contact the other party and try to resolve the dispute amicably.

FRNZY will attempt to help you resolve disputes in good faith and based solely on our interpretation of our policies, in our sole discretion; we will not make judgments regarding legal issues or claims. FRNZY has no obligation to resolve any disputes.

**Release of FRNZY:** You release FRNZY from any claims, demands, and damages arising out of disputes with other users or parties.

## **10. Disputes with FRNZY**

If you're upset with us, let us know, and hopefully we can resolve your issue. But if we can't, then these rules will govern any legal dispute involving our Services:

**A. Governing Law:** The Terms are governed by the laws of Delhi without regard to its conflict of laws rules, and the laws of the India.

**B. Arbitration:** You and FRNZY agree that any dispute or claim arising from or relating to the Terms shall be finally settled by final and binding arbitration, using the English language, administered by the laws set out in the Arbitration and Conciliation Act, 1996.

All such arbitrations will be handled by a sole arbitrator in accordance with the provisions of the Act. Any arbitration under the Terms will take place on an individual basis - class arbitrations are not permitted. You understand that by agreeing to the Terms, you and FRNZY are each waiving the right to trial in a court of law or to participate in a class arbitration. Notwithstanding the foregoing, each party shall have the right to bring an action in a court of proper jurisdiction for injunctive or other equitable or conservatory relief, pending a final decision by the arbitrator.

**C. Costs of Arbitration:** Payment for any and all administrative, filing and arbitrator fees will be borne by you.

**D. Modification:** If we make any changes to this "Disputes with FRNZY" section after the date you last accepted the Terms, those changes will not apply to any claims filed in a legal proceeding

against FRNZY prior to the date the changes became effective. If you reopen your closed account or create a new account, you agree to be bound by the current version of the Terms.

**E. Enforcement:** Our failure to enforce any part of the Terms is not a waiver of our right to later enforce that or any other part of the Terms. We may assign any of our rights and obligations under the Terms.

## **12. Changes to the Terms**

We may update these Terms from time to time. If we believe that the changes are material, we'll definitely let you know by doing one (or more) of the following: (1) posting the changes through the Services or (2) sending you an email or message about the changes. That way you can decide whether you want to continue using the Services. Changes will be effective upon the posting of the changes. You are responsible for reviewing and becoming familiar with any changes. Your use of the Services following the changes constitutes your acceptance of the updated Terms.

## **13. Updating These Terms**

We may change our Service and policies, and we may need to make changes to these Terms so that they accurately reflect our Service and policies. Unless otherwise required by law, we will notify you (for example, through our Service) before we make changes to these Terms and give you an opportunity to review them before they go into effect. Then, if you continue to use the Service, you will be bound by the updated Terms. If you do not want to agree to these or any updated Terms, you can delete your account, [here](#). (provide hyperlink)

## **15. Contact Information**

If you have any questions about the Terms, please email us at: [connect@frnzy.in](mailto:connect@frnzy.in)