

Flipkart Terms of Use:-

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This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of domain name ("Website"), including the related mobile site and mobile application (hereinafter referred to as "Platform")

The Platform is owned by Flipkart Internet Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at Buildings Alyssa, Begonia & Clover, Embassy Tech Village, Outer Ring Road, Devarabeesanahalli Village, Bengaluru – 560103, Karnataka, India and its branch offices at 2nd Floor, Block F (Flora), Embassy Tech Village, Outer Ring Road, Devarabeesanahalli Village, Bengaluru-560103, Karnataka, India and; 447/C, 12th Main, 4th Block, Koramangala, Bengaluru-560034, Karnataka, India (hereinafter referred to as "Flipkart").

Your use of the Platform and services and tools are governed by the following terms and conditions ("Terms of Use") as applicable to the Platform including the applicable policies which are incorporated herein by way of reference. If You transact on the Platform, You shall be subject to the policies that are applicable to the Platform for such transaction. By mere use of the Platform, You shall be contracting with Flipkart Internet Private Limited and these terms and conditions including the policies constitute Your binding obligations, with Flipkart.

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 buyer on the Platform by providing Registration Data while registering on the Platform as Registered User using the computer systems. Flipkart allows the User to surf the Platform or making purchases without registering on the Platform. The term "We", "Us", "Our" shall mean Flipkart Internet Private Limited.

ACCESSING, BROWSING OR OTHERWISE USING THE SITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS UNDER THESE TERMS OF USE, SO PLEASE READ THE TERMS OF USE CAREFULLY BEFORE PROCEEDING. By impliedly or expressly accepting these Terms of Use, You also accept and agree to be bound by Flipkart Policies ((including but not limited to Privacy Policy available at Privacy) as amended from time to time.

Membership Eligibility

Transaction on the Platform is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including un-discharged insolvents etc. are not eligible to use the Platform. If you are a minor i.e. under the age of 18 years, you may use the Platform or access content on the Platform only under the supervision and prior consent/ permission of a parent or legal guardian.

As a minor if you wish to transact on the Platform, such transaction on the Platform may be made by your legal guardian or parents. Flipkart reserves the right to terminate your membership and / or refuse to provide you with access to the Platform if it is brought to Flipkart's notice or if it is discovered that You are under the age of 18 years and transacting on the Platform.

Your Account and Registration Obligations

If You use the Platform, You shall be responsible for maintaining the confidentiality of your Display Name and Password and You shall be responsible for all activities that occur under your Display Name and Password. You agree that if You provide any information that is untrue, inaccurate, not current or incomplete or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with the this Terms of Use, We shall have the right to indefinitely suspend or terminate or block access of your membership on the Platform and refuse to provide You with access to the Platform.

Your mobile phone number and/or e-mail address is treated as Your primary identifier on the Platform. It is your responsibility to ensure that Your mobile phone number and your email address is up to date on the Platform at all times. You agree to notify Us promptly if your mobile phone number or e-mail address changes by updating the same on the Platform through a onetime password verification.

You agree that Flipkart shall not be liable or responsible for the activities or consequences of use or misuse of any information that occurs under your Account in cases, including, where You have failed to update Your revised mobile phone number and/or e-mail address on the Website Platform.

If You share or allow others to have access to Your account on the Platform ("Account"), by creating separate profiles under Your Account, or otherwise, they will be able to view and access Your Account information. You shall be solely liable and responsible for all the activities undertaken under Your Account, and any consequences there from.

You must maintain confidentiality of the account information and for all the activities that occur under Your account. You must not share your login details, ie, username and password of Your account with any other person, else it would be considered breach of this Terms of Use.

You agree to: (a) ensure that You successfully log out from Your account at the end of each session; and (b) immediately notify Flipkart of any unauthorized use of Your account. If there is reason to believe that there is likely to be a breach of security or misuse of Your account, We may request You to change the password or we may suspend Your account without any liability to Flipkart, for such period of time as we deem appropriate in the circumstances. We shall not be liable for any loss or damage arising from Your failure to comply with this provision.

You will have access to other apps owned by Flipkart group companies through the same login username and password. You agree to have single login access to all the apps owned by Flipkart group companies.

Communications

When You use the Platform or send emails or other data, information or communication to us, You agree and understand that You are communicating with Us through electronic records and You consent to receive communications via electronic records from Us periodically and as and when required. We may communicate with you by email or by such other mode of communication, electronic or otherwise.

Platform for Transaction and Communication

The Platform enables the Buyer and Seller to transact on the Platform. Flipkart is not and cannot be a party to or control in any manner any transaction between the Platform's Users.

Henceforward:

1. All commercial/contractual terms are offered by and agreed to between Buyers and Sellers alone. The commercial/contractual terms include without limitation price, shipping costs, payment methods, payment terms, date, period and mode of delivery, warranties related to products and services and after sales services related to products and services. Flipkart does not have any control or does not determine or advise or in any way involve itself in the offering or acceptance of such commercial/contractual terms between the Buyers and Sellers. All discounts, offers (including exchange offers) are by the Seller/Brand and not by Flipkart.
2. Placement of order by a Buyer with Seller on the Platform is an offer to buy the product(s) in by the Buyer to the Seller and it shall not be construed as Seller's acceptance of Buyer's offer to buy the product(s) ordered. The Seller retains the right to cancel any such order placed by the Buyer, at its sole discretion and the Buyer shall be intimated of the same by way of an email/SMS. Any transaction price paid by Buyer in case of such cancellation by Seller, shall be refunded to the Buyer. Further, the Seller may cancel an order wherein the quantities exceed the typical individual consumption. This applies both to the number of products ordered within a single order and the placing of several orders for the same product where the individual

orders comprise a quantity that exceeds the typical individual consumption. What comprises a typical individual's consumption quantity limit shall be based on various factors and at the sole discretion of the Seller and may vary from individual to individual.

3. Flipkart does not make any representation or Warranty as to specifics (such as quality, value, saleability, etc) of the products or services proposed to be sold or offered to be sold or purchased on the Platform. Flipkart does not implicitly or explicitly support or endorse the sale or purchase of any products or services on the Platform. Flipkart accepts no liability for any errors or omissions, whether on behalf of itself or third parties.
4. Flipkart is not responsible for any non-performance or breach of any contract entered into between Buyers and Sellers. Flipkart cannot and does not guarantee that the concerned Buyers and/or Sellers will perform any transaction concluded on the Platform. Flipkart shall not and is not required to mediate or resolve any dispute or disagreement between Buyers and Sellers.
5. Flipkart does not make any representation or warranty as to the item-specifics (such as legal title, creditworthiness, identity, etc) of any of its Users. You are advised to independently verify the bona fides of any particular User that You choose to deal with on the Platform and use Your best judgment in that behalf.
6. Flipkart does not at any point of time during any transaction between Buyer and Seller on the Platform come into or take possession of any of the products or services offered by Seller nor does it at any point gain title to or have any rights or claims over the products or services offered by Seller to Buyer.
7. At no time shall Flipkart hold any right, title or interest over the products nor shall Flipkart have any obligations or liabilities in respect of such contract entered into between Buyers and Sellers. Flipkart is not responsible for unsatisfactory or delayed performance of services or damages or delays as a result of products which are out of stock, unavailable or back ordered.
8. The Platform is only a platform that can be utilized by Users to reach a larger base to buy and sell products or services. Flipkart is only providing a platform for communication and it is agreed that the contract for sale of any of the products or services shall be a strictly bipartite contract between the Seller and the Buyer.
9. At no time shall Flipkart hold any right, title or interest over the products nor shall Flipkart have any obligations or liabilities in respect of such contract.
10. Flipkart is not responsible for unsatisfactory or delayed performance of services or damages or delays as a result of products which are out of stock, unavailable or back ordered.

11. Select products offered by sellers may be eligible for business purchases on the Platform. Upon Your purchase of product(s) eligible for business purchases, You may be able to avail the benefits of GST input tax credit. Accordingly, at your request, an invoice containing the GSTIN as provided by You ("Tax Invoice") shall be issued to You by the Seller(s) selling such products. GST invoice will have, inter alia, the following details printed on it: -

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1. GSTIN associated with your registered business, as provided by you
2. Entity name of your registered business, as provided by you
3. Not all products are eligible for business purchases on the Platform and the same is solely at the discretion of the Sellers. You will be able to view the eligibility of Tax Invoice on the product page on the Platform.
4. For seamless availment of input tax credit, kindly mention the delivery address as the address which is mentioned as the registered place of business as per the records of GST authority. Please note that availment of input tax credit is subject to provisions of GST Act and rules.
5. The delivery and billing addresses will be required to be the same, please note that input tax credit will be denied by GST authority if the delivery address and GSTIN in the GST invoice are of different states.
6. If GSTIN and/or business entity details are not provided by You, it will be presumed that it is a personal purchase and not a business purchase.
7. Flipkart is not responsible to verify the correctness of the GSTIN and/or entity name provided by You and You shall be entirely responsible to provide the accurate details.
8. Flipkart and Seller shall not entertain any request for any revision in the GST Invoice. Flipkart and Seller shall not be liable for Your default including for reasons associated with details provided by You.
9. Flipkart will not be liable in case You are not able to avail input tax credit or if input tax credit is denied to You for any reason whatsoever.

12. You shall be solely liable for all compliances required under applicable laws.

13. You agree to indemnify and hold Flipkart and Seller harmless from all losses, claims, costs, expenses, suits, proceedings, or any other liability including any third-party

claims (including any penalties imposed by governmental authorities) arising out of or in connection with (1) the GSTIN and/or entity name provided by you or the input tax credit claimed by you or your use or misuse of the GST Invoice and (2) your non-compliance with the applicable laws or (3) your use or misuse of any third-party's details including GSTIN.

14. Flipkart has the right to not allow business purchases on the Platform to You if a fraudulent activity is identified.

15. Seller reserves the right to not issue Tax Invoice or issue a credit note against an already issued Tax Invoice to cancel the transaction, if any fraudulent activity is identified.

16. You shall independently agree upon the manner and terms and conditions of delivery, payment, insurance etc. with the seller(s) that You transact with.

Disclaimer: Pricing on any product(s) as is reflected on the Platform may due to some technical issue, typographical error or product information published by seller may be incorrectly reflected and in such an event seller may cancel such your order(s).

You release and indemnify Flipkart and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of the Users of the Platform and specifically waive any claims that you may have in this behalf under any applicable law. Notwithstanding its reasonable efforts in that behalf, Flipkart cannot take responsibility or control the information provided by other Users which is made available on the Platform. You may find other User's information to be offensive, harmful, inconsistent, inaccurate, or deceptive. Please use caution and practice safe trading when using the Platform.

Please note that there could be risks in dealing with underage persons or people acting under false pretence.