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Disclaimer: In case of any discrepancy or difference, the English version will take precedence over the translation

Flipkart Terms of Use

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.

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.

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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:

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.

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.

Flipkart does not make any representation or Warranty as to specifics (such as quality, value, salability, 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.

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.

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.

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.

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.

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.

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.

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.

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: -GSTIN associated with your registered business, as provided by you
- * Entity name of your registered business, as provided by you

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- * 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.
- * 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.
- * 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.
- * 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.
- * 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.
- * 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.
- * You shall be solely liable for all compliances required under applicable laws.
- * 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.
- * Flipkart has the right to not allow business purchases on the Platform to You if a fraudulent activity is identified.
- * 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.

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 pretense.

Charges

Flipkart may charge a nominal fee for browsing and buying on the Platform. Flipkart reserves the right to change its Fee Policy from time to time. In particular, Flipkart may at its sole discretion introduce new services/fees and modify some or all of the existing services/fees offered on the Platform. In such an event, Flipkart reserves the right to introduce fees for the new services offered or amend/introduce fees for existing/new services, as the case may be. Changes to the Fee Policy shall be posted on the Platform and such changes shall automatically become effective immediately after they are posted on the Platform. Unless otherwise stated, all fees shall be quoted in Indian Rupees. You shall be solely responsible for compliance of all applicable laws including those in India for making payments to Flipkart Internet Private Limited.

What is the platform fee?

Fee levied by Flipkart to sustain the efficient operations and continuous improvement of the platform, for a hassle-free app experience.

Refund of Platform Fee

- a) If the order is lost or undelivered to the preferred location, the complete order amount will be refunded if paid online, including the platform fee.
- b) If a customer cancels an order partially or returns part of an order, platform charges will be refunded as allocated to the item being returned/canceled.
- c) Platform charges will be refunded in case of a full order cancellation

Convenience Fee (Flipkart Flights)

For availing the travel booking services on the Platform, Flipkart reserves the right to charge certain fees in the nature of convenience fees or service fees in addition to the cost of booking as charged by the service providers. Flipkart further reserves the right to alter any and all fees from time to time. Any such additional fees, including fee towards any modifications thereof, will be displayed to customer before confirming the booking or collecting the payment from such customer. In the event of short charging of the booking amount, taxes, statutory fee, convenience fee etc., owing to any technical error or other reason, Flipkart shall reserve the right to deduct, charge or claim the balance amount from the

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such persons to customers), other than refunds of convenience fees paid made to Flipkart for the services it provides to customers (subject to such refund requests being in compliance with these Terms and Conditions and with the terms of the applicable ticket / booking).

By agreeing to the Terms of Use, you agree to engage the services of a transport service provider ("Transporter") (facilitated by Flipkart) for transportation of products from the location of the seller, where it is handed over to the Transporter and it is delivered to your location. Such movement of products is on your account and the Transporter is only responsible for transportation of products. In *lieu* of these services, you will be liable to pay "GT Charges" for delivery of your products. You agree that Flipkart is authorized to collect the "GT charges" from you on behalf of the Transporter. The GT Charges may vary from order to order, which will be determined on multiple factors, which shall include but not be limited to order value, distance and time of the day. Flipkart will inform you of the GT Charges that may apply to you, at the time of placing the order, and you shall be liable to pay GT Charges incurred for your order.

In case the products are ultimately returned by you, the GT Charges (if already collected) will be refunded within the same timelines from the day the refund amount is processed and the amount will be credited to your selected mode of payment.

You acknowledge that all purchases of the products are direct transactions between you and the Seller. The Transporter is not a party to the sale and assumes no title, interest, or rights in the products. Ownership transfers to you when the products are handed over to the Transporter by the Seller. Once the Seller hands over the products to the Transporter for delivery, the ownership of, products is immediately transferred to you. The Transporter's role is strictly limited to providing logistics and delivery services, and the Transporter shall not be considered a buyer or seller of the products. The contract of sale exists solely between you and the Seller.

You agree that once you accept delivery of the products at the delivery location, it shall be deemed that the Transporter has completed all its contractual obligations as Product a Logistics service provider. Your acceptance of delivery of products shall constitute deemed approval of the fact that the consignment has been received in full and intact condition.

The Transporter is a "Goods Transport Agency" under the GST laws, GT Charges will be charged along with applicable taxes (wherever applicable).

The Transporter shall, for booking of the consignment to be transported, issue a Consignment Note, which will also include the terms and conditions governing the carriage, in addition to the applicable Terms of Use mentioned herein. You are encouraged to refer to the additional terms and conditions set out in the Consignment Note, which shall be made available to you in your order page.

The Transporter shall not be liable for any delay in pickup, mis-delivery, non-delivery or loss or damage to shipment caused on account of an act of God, force majeure productor any other cause reasonably beyond the control of the Transporter.

Any time of arrival/delivery provided at booking by Flipkart is an estimate only and the Transporter has no role in providing such estimate. The Transporter shall not be bound by any time-commitments made by Flipkart to the customer.

Use of the Platform

You agree, undertake and confirm that Your use of Platform shall be strictly governed by the following binding principles: You shall not host, display, upload, modify, publish, transmit, update or share any information which:

- (a) belongs to another person and to which You do not have any right to;
- (b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, 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; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
- (c) is misleading in any way;
- (d) is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;
- (e) harasses or advocates harassment of another person;
- (f) involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
- (g) promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
- (h) infringes upon or violates any third party's rights \[including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity\];
- (i) promotes an illegal or unauthorized copy of another person's copyrighted work (see "Copyright complaint" below for instructions on how to lodge a complaint about uploaded copyrighted material), such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices;
- (j) contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
- (k) provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;

- (m) contains video, photographs, or images of another person (with a minor or an adult).
- (n) tries to gain unauthorized access or exceeds the scope of authorized access to the Platform or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Platform or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
- (o) engages in commercial activities and/or sales without Our prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" products related to the Platform. Throughout this Terms of Use, Flipkart's prior written consent means a communication coming from Flipkart's Legal Department, specifically in response to Your request, and specifically addressing the activity or conduct for which You seek authorization;
- (p) solicits gambling or engages in any gambling activity which We, in Our sole discretion, believes is or could be construed as being illegal;
- (q) interferes with another USER's use and enjoyment of the Platform or any other individual's User and enjoyment of similar services;
- (r) refers to any Platform or URL that, in Our sole discretion, contains material that is inappropriate for the Platform or any other Platform, contains content that would be prohibited or violates the letter or spirit of these Terms of Use.
- (s) harm minors in any way;
- (t) infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen products;
- (u) violates any law for the time being in force;
- (v) deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- (w) impersonate another person;
- (x) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
- (y) threatens the unity, integrity, defence, security or sovereignty of India, 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.
- (z) shall not be false, inaccurate or misleading;
- (aa) shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.
- (ab) shall not create liability for Us or cause Us to lose (in whole or in part) the services of Our internet service provider ("ISPs") or other suppliers:

You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Platform. We reserve Our right to bar any such activity.

You shall not attempt to gain unauthorized access to any portion or feature of the Platform, or any other systems or networks connected to the Platform or to any server, computer, network, or to any of the services offered on or through the Platform, by hacking, password "mining" or any other illegitimate means.

You shall not probe, scan or test the vulnerability of the Platform or any network connected to the Platform nor breach the security or authentication measures on the Platform or any network connected to the Platform. You may not reverse look-up, trace or seek to trace any information on any other User of or visitor to Platform, or any other customer, including any account on the Platform not owned by You, to its source, or exploit the Platform or any service or information made available or offered by or through the Platform, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the Platform.

You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about Us or the brand name or domain name used by Us including the terms Flipkart, Flipcart, flipkart.com, or otherwise engage in any conduct or action that might tarnish the image or reputation, of Flipkart or sellers on platform or otherwise tarnish or dilute any Flipkart's trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by us. You agree that You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Platform or Flipkart's systems or networks, or any systems or networks connected to Flipkart.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Platform or any transaction being conducted on the Platform, or with any other person's use of the Platform.

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You may not use the Platform or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Flipkart and / or others.

You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules thereunder as applicable and as amended from time to time and also all applicable Domestic laws, rules and regulations (including the provisions of any applicable Exchange Control Laws or Regulations in Force) and International Laws, Foreign Exchange Laws, Statutes, Ordinances and Regulations (including, but not limited to Sales Tax/VAT, Income Tax, Octroi, Service Tax, Central Excise, Custom Duty, Local Levies) regarding Your use of Our service and Your listing, purchase, solicitation of offers to purchase, and sale of products or services. You shall not engage in any transaction in an item or service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.

Solely to enable Us to use the information You supply Us with, so that we are not violating any rights You might have in Your Information, You agree to grant Us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights You have in Your Information, in any media now known or not currently known, with respect to Your Information. We will only use Your information in accordance with the Terms of Use and Privacy Policy applicable to use of the Platform.

From time to time, You shall be responsible for providing information relating to the products or services proposed to be sold by You. In this connection, You undertake that all such information shall be accurate in all respects. You shall not exaggerate or over emphasize the attributes of such products or services so as to mislead other Users in any manner.

You shall not engage in advertising to, or solicitation of, other Users of the Platform to buy or sell any products or services, including, but not limited to, products or services related to that being displayed on the Platform or related to us. You may not transmit any chain letters or unsolicited commercial or junk email to other Users via the Platform. It shall be a violation of these Terms of Use to use any information obtained from the Platform in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person other than Us without Our prior explicit consent. In order to protect Our Users from such advertising or solicitation, We reserve the right to restrict the number of messages or emails which a user may send to other Users in any 24-hour period which We deems appropriate in its sole discretion. You understand that We have the right at all times to disclose any information (including the identity of the persons providing information or materials on the Platform) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, We can (and You hereby expressly authorize Us to) disclose any information about You to law enforcement or other government officials, as we, in Our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.

For Prescription and Non Prescription Drugs

The information on this website is not intended or implied to be a substitute for professional medical advice, diagnosis or treatment. All content, including text, graphics and information, contained on or available through this Platform is for general information purposes only. Flipkart makes no representation and assumes no responsibility for the accuracy of information contained on or available through this website and such information is subject to change without notice. You are encouraged to confirm any information obtained from or through this website with other sources and review all information regarding any medical condition or treatment with your physician. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY SEEKING MEDICAL TREATMENT BECAUSE OF SOMETHING YOU HAVE READ ON OR ACCESSED THROUGH ANY WEBSITE.

Flipkart does not recommend, endorse, or make any representation about the efficacy, appropriateness or suitability of any specific products, procedures, treatments, opinions or other information that may be contained on or available through this website.

Other Services Diagnostics Services:

Flipkart facilitates the Users to avail diagnostic test/ packages facilities offered by Third Party Service Providers through the Platform. Such Third Party Service Providers may also offer other services in relation to the diagnostic test/package facilities including but not limited to sample collection, home collection, conducting tests, generating, and delivering lab reports etc (collectively, "Diagnostic Services"). Flipkart is not and shall not be responsible for any Diagnostic Services offered, performed or delivered by the Third Party Service Providers and does not deal with any of Third Party Service Providers' client or patient managed by Third Party Labs through the Website and only provides facilitation Services to the Users through the Website.

Notwithstanding anything to the contrary contained herein, Third Party Service Providers alone shall be liable for dealings and interaction with Users contacted or managed through the Website and Flipkart shall have no liability or responsibility in this regard. Flipkart does not endorse any tests included in the Diagnostic Services nor guarantees or makes any representation with respect to the correctness, completeness or accuracy of the tests conducted and reports generated by the Third Party Service Providers. Third Party Service Providers are solely responsible for ensuring compliance with laws applicable to the provision of Diagnostics Services by them.

Teleconsultation Services:

For products and services which are required to be prescribed by qualified professionals under law, Flipkart allows processing of such orders on the website only on confirmation by the Sellers that a valid prescription has been uploaded by you. In cases where the prescriptions uploaded by you are invalid, illegible, or expired or if prescription is not uploaded by you, we may, through third-party vendors connect You with third-party professionals ("Professional") who have represented that they have the requisite qualifications under law and are suitable to deliver the health

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based on his/her discretion.

You agree and acknowledge that you will be redirected to Teleconsultation Services only in limited cases where prescription validation or prescription issuance is required, and they should not be treated as a replacement for obtaining medical advice from your doctor or uploading valid prescriptions on the website. The words "Your Physician" or "Your Doctor" or "Healthcare Provider" or similar words on the Website, shall mean any registered medical Professional with whom the User has a doctor- patient relationship off the website. The Teleconsultation Services and any issue or non-issue of prescription or issue of alternate drugs in the prescription will be at the sole discretion of the Professional and Flipkart has no relation to or influence on the Teleconsultation Services or the Professionals. It may be determined by the Professional that the Teleconsultation Services are not the right mode for evaluating or diagnosing your medical condition or that a prescription cannot be issued through the Consultation Services, in which case, the order may not be processed any further on the website as orders requiring prescription are not processed without a valid prescription. Flipkart shall not be responsible for processing of such orders, and you agree that such situations do not amount to a deficiency in services of the website. Further, the Professional is also entitled under law to determine the medium of such Consultation Services, whether through text, audio or video media, in which case you provide your explicit consent to receive the Consultation Services through the medium determined by Professional, failing which the Professional has the right to refuse the Consultation Services. You agree and acknowledge that Flipkart shall not be responsible for any loss, damage, injury, inconvenience caused to you or any other party due to or arising out of, the refusal of Consultation Services by the Professionals or due to unavailability of the Consultation Services at any time by the third-party vendor.

The Consultation Services are provided on 'as is' or 'as available' basis only, without any warranties or representations from Flipkart. Therefore, You are free to confirm the advice rendered through the Consultation services with Your Doctor. You agree and acknowledge that the third-party vendor through which You are connected with the Professionals for Consultation Services as well as the Professionals themselves are independent contractors, whose services are being availed by You upon Your implied/ explicit consent and hence, Flipkart, in no event, shall be directly or vicariously liable for any advice, medical consultancy or any other loss arising pursuant to Your engagement with such third parties. Your reliance on such Consultation Services, Professionals, medical advice and/or prescriptions issued pursuant to the Consultation Services is solely Your responsibility and at Your sole discretion, and Flipkart assumes no responsibility and/or liability in relation to Your consultation/communication with such Professionals, including but not limited to the quality of services offered by such Professionals, which shall at all times be at Your sole risk and responsibility.

Further, it is Your responsibility for ensuring that the information submitted is accurate and the Flipkart shall not make any effort to validate any information provided by You for using the Consultation Services. The Professionals will not be examining You physically and hence it shall be your responsibility to furnish all such information and medical history as sought for by the Professionals to enable them to issue a valid prescription pursuant to the Consultation Services. In case of your inability or refusal to share appropriate and sufficient information required by the Professionals, the Professionals are enabled under law to refuse to provide the Consultation Services.

In case your account is used to attend a teleconsultation session by any person other than such person for whom the teleconsultation is conducted/prescription is generated/order is placed, requisite documentation under the law authorizing the person attending the teleconsultation session, must be produced whenever required by any authorities.

By accepting these terms and conditions, You give your explicit consent for processing of your order on the website basis the prescriptions issued by the Professionals pursuant to the Consultation Services. The Professionals at their sole discretion and professional judgment may prescribe alternate drugs or medicine than the ones present in the original invalid prescription uploaded by you. You give your explicit consent for your order to be processed on the website basis prescriptions containing alternate drugs, provided such alternate drugs are made available by the Sellers on the website.

We assume no responsibility and/ or liability in relation to the dispensation of the medicines, which shall at all times be at the sole responsibility of the Sellers supplying the medicines to You. Reliance on any information provided on the Website is solely at Your own risk. You should follow the advice of Your Doctor at all times. The Consultation Services are not for use in medical emergencies or for critical health situations and may not be the best solution where a face-to-face consultation is required. In case of emergencies, you should call Your nearest doctor/hospital or any related helpline and seek immediate medical assistance without any delay and should under no circumstances, delay seeking advice from Your nearest doctor/hospital on account of something that the Professional may have prescribed or You may have heard/viewed on the Website.

Flipkart in no event recommends or endorses any specific medicines, tests, physicians, products, procedures, opinions, or other information that may be provided by the Professional and the Flipkart bears no responsibility or liability for the correctness and genuineness of any such advice or prescriptions provided by the Professional, and the Professional shall solely be responsible and liable for the same. The opinions, statements, provided by the Professionals shall not reflect the opinions of Flipkart, its affiliates etc. Flipkart also makes no warranty that the Consultation Services will meet Your requirements, or that the Consultation Service(s) will be uninterrupted, timely, secure, or error free. You understand and agree that Flipkart will not be liable for your interactions and associated issues with the Professional; the ability or intent of the Professionals, in fulfilling their obligations towards you; any wrong medication or quality of treatment being given by the Professionals, or any medical negligence on part of the Professionals; inappropriate treatment, or similar difficulties or any type of inconvenience suffered by you due to a failure on the part of the Professional to provide the Consultation Services. In the event of any non-compliance or malpractice by the Professionals, You affirm that You will bring to our immediate attention, any such incidence, for us to take necessary actions required under applicable laws and raise it with the third-party vendors. Further, You affirm that You shall not take any action against the Flipkart for any acts (or omission) of the Practitioners.

Further, the recordings and logs of the Consultation Services may be retained by the third-party vendors as per their or Professionals as required under law. Kindly refer to the policies followed by the third-party vendors or consult the Professionals on the nature and extent of data retained by them. It is clarified that Flipkart does not have access to any exchange, interaction, information, data, medical history etc., that you may share

You agree and confirm:

That you agree to ensure full compliance with the applicable provisions of the Telemedicine Practice Guidelines, Drugs and Cosmetics Act, 1940, the Drugs Rules, 1945, the Drugs and Magic Remedies (Objectionable Advertisements) Act, 1954 as amended from time to time. That you shall not engage in any transaction which is prohibited by the provisions of any applicable law including the Drugs and Cosmetics Act, 1940, and the Drugs Rules, 1945, as amended from time to time.

You understand and agree that Flipkart provides only information and knowledge and acts as a bridge between users and the Sellers. All commercial/contractual terms and agreements are between users and Sellers. Flipkart is a communication medium. All orders are accepted and fulfilled by independent licensed retail chemists subject to verification of Valid Prescription by the said chemist. By accepting Terms and Conditions to use this Technology Service, you hereby confirm that you are placing order only for fulfillment of valid prescription.

You understand and agree that selling, stocking, or exhibiting, or offering for sale, or distribution of Medicines, if any, at Flipkart is only by the third party Independent Licensed Retail Store (hereinafter referred to as "Pharmacy").

Tobacco Products

You agree and undertake that You will not use the Platform to transact for the purchase of Tobacco products on the Platform if You are below the age of eighteen years (twenty one if ordering in the state of Karnataka). While placing an order for tobacco products, You confirm that the delivery location is not within 100m of an Educational Institute. You also acknowledge that the delivery personnel may request a valid ID proof to confirm your age and that you shall comply with the request. Flipkart reserves the right to cancel your order in case of any transgressions.

Delivery

This website provides its services to the whole of India, subject to the following:

Delivery of prescribed medicines is done by Pharmacy against a valid prescription. The Pharmacy can refuse to deliver the order in absence of a valid prescription. Flipkart will not be held liable for refusal of orders by the Pharmacy.

Delivery of prescribed medicines, selected pharmaceutical and other related products is only available in Serviceable Pincodes as per logistics partner availability designated as "Serviceable Area".

Over the counter (OTC), health care and other related products except prescribed medicines will be available across all locations in India.

OTC, health care and other related products purchased from the website by a user located outside the serviceable area shall be delivered to the User by standard delivery partner services on behalf of the respective sellers through a logistics partner. If the standard delivery partner services are not available for a particular region/pin code, such order shall not be delivered and the user shall be intimated accordingly.

The Lab and Other Services shall be available only in the serviceable area as mentioned at the Flipkart from time to time

This website is only for information and communication purposes. This website itself is not to sell, to stock, to exhibit or to offer for sale or to distribute medicines, pharmaceuticals, healthcare & other related products. We do not administer warranties or guarantees associated with the products or services. Nevertheless, any product warranty, offered by the manufacturer of the product as specified in the product specifications, will solely be their responsibility.

The data associated with the pharmaceutical and healthcare products and/or services provided on our website, Flipkart are solely for informative purposes and are not intended for commercialization. We have taken maximum care to ensure accuracy of the data. However, we do not guarantee cent per cent accuracy, as we have accumulated these data from external and third party sources. This should not be the basis for formulating any kind of decision without seeking professional advice.

No order for prescription medicine on the Flipkart website shall be or is being received without a valid Prescription. All the prescription orders and Prescription are forwarded to the Sellers who verify the Prescription through duly qualified endorsed registered pharmacists and approve the order and then only medicines are dispensed to the Users, as represented by the Sellers to Flipkart.

Information given here on various medicines and healthcare products and/or services is based on information related to Flipkart for publishing on the website by third parties and is mainly for informative purposes and is not intended for commercial use. As our website contains information that is created and maintained by a variety of external references / sources, we do not control or guarantee the information contained in / obtained from other external sources, and we do not specifically endorse any products or services offered therein. It is your responsibility to confirm the accuracy, completeness, and usefulness of all product information and to consult with your professional health care provider as to whether the information can benefit you. We assume no responsibility or liability for any consequence resulting directly or indirectly for any action or inaction you take based on or made in reliance on the information, services, or material on or linked to this website. It is imperative to seek professional advice before purchasing or consuming any medicine or healthcare product from the website. Further, you acknowledge that the content, text, data, graphics, images, information, suggestions, guidance, blogs, information and other materials that is provided to You on the Website should be used for information purposes only and do not constitute medical advice and should not be relied upon as a substitute for sound professional medical advice, evaluation or care from a doctor except for any advice, information or direction obtained by You directly from Your Doctor.

Due diligence will be exercised in removing drug(s) and healthcare product(s) and their related information from our website, on receipt of information about products being banned/ withdrawn/recalled by the Government of India or if any major health precaution / warning are issued

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order or using product/services over the website and Users shall indemnify Flipkart for any claims, losses, damages etc arising out of such uninformed/misinformed/deliberate use of Products/Services by the Users.

No information received via this website should be treated as medical advice nor should be relied upon for any medical / pharmaceutical related decision and you should consult an appropriate professional for specific advice tailored to your situation.

The information provided here should not be treated as a substitute of medical advice given by your doctor and/or not to replace the advice of your doctor or the product information provided by the manufacturer of the products. Drug usage details (instructions) are provided on our website as sourced from third parties. We do not provide instructions for usage of the product. For the precise information on the product, the patient must see the product information available with each of the products and talk to his/her healthcare service provider / doctor.

Reference to specific products, processes, or services does not constitute or imply recommendation or endorsement by Flipkart. The Users must check with their own sources before acting upon and are encouraged and advised to confirm the information contained herein with other sources. The Health related topics found on this website should not be used for diagnosing purposes or be substituted for medical advice. Also, the information provided on this website is of a general nature only, and is not meant to replace the advice of your doctor or pharmacist or other healthcare provider. It is your responsibility to research the accuracy, completeness, and usefulness of all opinions, services, and other information found on this website, and to consult with your professional health care provider/doctor as to whether the information can benefit you. Please contact your healthcare provider/doctor for advice for your specific health or medical needs.

Flipkart assumes no responsibility or liability for any consequence resulting directly or indirectly for any action or inaction you take based on or made in reliance on the information, services, or material on or linked to this website.

We have placed responsibility on the sellers for listing products on the website, to take care that the products / medicines listed here are from approved licensed manufacturers. Flipkart shall not be responsible for any misbranded/spurious/adulterated products that any seller may list or sell through the website. There may be alternate brands available for the same product intended for specific medical conditions. Please consult your doctor in case you have questions on the exact product brand that you require. You may also talk to your doctor about alternative products / medicines. For all purposes and under all circumstances, you must leave all medical decisions related to the product and your health to your doctor.

All drug information provided here refers to generic pharmacology. Although reasonable care has been taken in verifying details provided on the products, as this information is taken from third parties, the website does not take any responsibility for accuracy for each brand, which may have different specification or usage for the same product and also does take any responsibility for meticulous precision inputs for brands, which have different specifications for the same product. The information provided here is only to help Users get a general view of the drug(s) they are consuming. The drug information provided on our website refers to the generic chemical content in the product and may not necessarily apply to the brand completely. Listing of Information that is specific to the brand or the sellers is the responsibility of the sellers on the website. The images shown here on the website are for illustration purposes only and may not be an exact representation of the product

We reserve the right, but has no obligation, to monitor the materials posted on the Platform. Flipkart shall have the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Use.

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Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Platform, including payment and delivery of related products or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such advertiser. We shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Platform.

It is possible that other users (including unauthorized users or "hackers") may post or transmit offensive or obscene materials on the Platform and that You may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about You due to your use of the Platform, and that the recipient may use such information to harass or injure You. We does not approve of such unauthorized uses, but by using the Platform You acknowledge and agree that We are not responsible for the use of any personal information that You publicly disclose or share with others on the Platform. Please carefully select the type of information that You publicly disclose or share with others on the Platform.

Flipkart shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).

If you choose to browse or transact on the Platform using the voice command-based shopping feature, you acknowledge that Flipkart and/or its affiliates will collect, store and use your voice inputs on this feature to customize your experience and provide additional functionality as well as to improve Flipkart's and/or its affiliates' products and services. Flipkart's and/or its affiliates' use of your voice data will be in accordance with the Flipkart Privacy Policy. You accept that your use of this feature is restricted to the territory of the Republic of India. This feature may not be accessible on certain devices and requires an internet connection. Flipkart reserves the right to change, enhance, suspend, or discontinue this feature, or any part of it, at any time without notice to you. Your continued use of this feature constitutes your acceptance of the terms related to this feature.

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translation feature, You will have the option to adding delivery addresses in the language selected by You out of the featured languages. Such delivery addresses shall be transliterated in English language for processing, handling and fulfilling Your orders on the Platform. Flipkart expressly disclaims any liability of any nature whatsoever arising from or related to the said translation/transliteration features on the Platform. Some features and sections on the Platform may not be translated in the language selected by You \[Hindi, Telugu, Tamil, Kannada, Marathi, Bengali, Gujarati, Odia, Malayalam, Punjabi & Assamese language, as applicable\], and the English version of the same will be the definitive version. In the event of any conflict or inconsistency between the translated terms and the English version available on the Platform, the English version on the Platform shall prevail. This feature may not be accessible on certain devices. Flipkart reserves the right to change, enhance, suspend, or discontinue this feature, or any part of it, at any time without notice to You.

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- * Flipkart Foundation is a Section 8 company registered under the Companies Act 2013.
- * The amount received as donation will be donated to NGOs and similar charitable organizations working in the selected thematic areas. You can visit to know more about this.
- * For orders where the products are delivered and not returned, the contribution, once made, will not be refunded.
- * No certificate under section 80G of the Income Tax Act, 1961 will be issued.
- * By proceeding to donate, you understand and confirm that this donation is not from any foreign source as defined under Foreign Contribution (Regulation) Act, 2010.
- * Flipkart Foundation disclaims any and all liability and assumes no responsibility whatsoever for consequences resulting from any actions or inactions of the NGOs or charitable organizations.
- * By proceeding to donate the money, you consent and expressly waive any and all claims, rights of action and/or remedies (under law or otherwise) that you may have against any of the Flipkart Group entities arising out of or in connection with the aforesaid transaction.
- * The donation is being collected on behalf of the Flipkart Foundation and is disbursed to Flipkart Foundation. Flipkart Internet Pvt Ltd disclaims all liabilities and assumes no responsibility for consequences resulting from actions/ inactions of the Flipkart Foundation.
- * Flipkart Internet Pvt. Ltd may share your Personal Identifiable Information which may include your name, phone number, etc with Flipkart Foundation

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Privacy

We view protection of Your privacy as a very important principle. We understand clearly that You and Your Personal Information is one of Our most important assets. We store and process Your Information including any sensitive financial information collected (as defined under the Information Technology Act, 2000), if any, on computers that may be protected by physical as well as reasonable technological security

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We may disclose personal information to third parties. This disclosure may be required for us to provide you access to our Services, to comply with our legal obligations, to enforce our User Agreement, to facilitate our marketing and advertising activities, or to prevent, detect, mitigate, and investigate fraudulent or illegal activities related to our Services. We do not disclose your personal information to third parties for their marketing and advertising purposes without your explicit consent.

We may disclose personal information if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to respond to subpoenas, court orders, or other legal process. We may disclose personal information to law enforcement offices, third party rights owners, or others in the good faith belief that such disclosure is reasonably necessary to: enforce our Terms or Privacy Policy; respond to claims that an advertisement, posting or other content violates the rights of a third party; or protect the rights, property or personal safety of our users or the general public.

We and our affiliates will share / sell some or all of your personal information with another business entity should we (or our assets) plan to merge with, or be acquired by that business entity, or re-organization, amalgamation, restructuring of business. Should such a transaction occur that other business entity (or the new combined entity) will be required to follow this privacy policy with respect to your personal information.

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This Platform, all the materials and products (including but not limited to software) and services, included on or otherwise made available to You through this site are provided on "as is" and "as available" basis without any representation or warranties, express or implied except otherwise specified in writing. Without prejudice to the forgoing paragraph, Flipkart does not warrant that:

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Nothing on Platform constitutes, or is meant to constitute, advice of any kind. All the Products sold on Platform are governed by different state laws and if Seller is unable to deliver such Products due to implications of different state laws, Seller will return or will give credit for the amount (if any) received in advance by Seller from the sale of such Product that could not be delivered to You.

You will be required to enter a valid phone number while placing an order on the Platform. By registering Your phone number with us, You consent to be contacted by Us via phone calls, SMS notifications, mobile applications and/or any other electronic mode of communication in case of any order or shipment or delivery related updates.

Services

Order Fulfillment

Your purchases on the Platform include fulfillment and delivery services. Upon order confirmation, the Company will aim to facilitate delivery of your products within the timeframe communicated through the Platform. While we strive to provide accurate estimated delivery times, these may vary based on factors including third-party delivery partner availability, order volume, traffic conditions, weather, and unforeseen circumstances. We/Company will not be held liable for any delay in delivery of the Order.

For your convenience, the estimated time of arrival (ETA) is displayed on the App's homepage before placing an order, allowing you to make informed purchasing decisions.

Please be aware that additional delivery fees may apply based on factors such as severe weather, peak hours, high demand periods, late-night deliveries, packing and handling, platform maintenance, or small order fulfillment. These fees will be transparently displayed in the "Basket" section before place the order.

Payment

While availing any of the payment method/s available on the Platform, 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:

Lack of authorization for any transaction/s, or

Exceeding the preset limit mutually agreed by You and between "Bank/s", or

Any payment issues arising out of the transaction, or

Decline of transaction for any other reason/s

All payments made against the purchases/services on Platform by you shall be compulsorily in Indian Rupees acceptable in the Republic of India. Platform will not facilitate transaction with respect to any other form of currency with respect to the purchases made on Platform.

Further:

Transactions, Transaction Price and all commercial terms such as Delivery, Dispatch of products and/or services are as per principal to principal bipartite contractual obligations between Buyer and Seller and payment facility is merely used by the Buyer and Seller to facilitate the completion of the Transaction. Use of the payment facility shall not render Flipkart liable or responsible for the non-delivery, non-receipt, non-payment, damage, breach of representations and warranties, non-provision of after sales or warranty services or fraud as regards the products and /or services listed on Flipkart's Platform.

You have specifically authorized Flipkart or its service providers to collect, process, facilitate and remit payments and / or the Transaction Price electronically or through Cash on Delivery to and from other Users in respect of transactions through Payment Facility. Your relationship with Flipkart is on a principal to principal basis and by accepting these Terms of Use you agree that Flipkart is an independent contractor for all purposes, and does not have control of or liability for the products or services that are listed on Flipkart's Platform that are paid for by using the Payment Facility. Flipkart does not guarantee the identity of any User nor does it ensure that a Buyer or a Seller will complete a transaction.

You understand, accept and agree that the payment facility provided by Flipkart is neither a banking nor financial service but is merely a facilitator providing an electronic, automated online electronic payment, receiving payment through Cash-on delivery, collection and remittance facility for the Transactions on the Flipkart Platform using the existing authorized banking infrastructure and Credit Card payment gateway networks. Further, by providing Payment Facility, Flipkart is neither acting as trustees nor acting in a fiduciary capacity with respect to the Transaction or the Transaction Price.

Payment Facility for Buyers:

You, as a Buyer, understand that upon initiating a Transaction You are entering into a legally binding and enforceable contract with the Seller to purchase the products and /or services from the Seller using the Payment Facility, and You shall pay the Transaction Price through Your Issuing Bank to the Seller using Payment Facility.

You, as a Buyer, may agree with the Seller through electronic communication and electronic records and using the automated features as may be provided by Payment Facility on any extension / increase in the Dispatch and/or Delivery time and the Transaction shall stand amended to such extent. Any such extension / increase of Dispatch / Delivery time or subsequent novation / variation of the Transaction should be in compliance with Payment Facility Rules and Policies.

You, as a Buyer, shall electronically notify Payment Facility using the appropriate Flipkart Platform features immediately upon Delivery or non-Delivery within the time period as provided in Policies. Non notification by You of Delivery or non-Delivery within the time period specified in the Policies shall be construed as a deemed Delivery in respect of that Transaction. In case of Cash- On Delivery transactions, Buyer is not required to confirm the receipt of products or services.

You, as a Buyer, shall be entitled to claim a refund of the Transaction Price (as Your sole and exclusive remedy) in case You do not receive the Delivery within the time period agreed in the Transaction or within the time period as provided in the Policies, whichever is earlier. In case you do not raise a refund claim using Platform features within the stipulated time than this would make You ineligible for a refund.

You, as a Buyer, understand that the Payment Facility may not be available in full or in part for certain category of products and/or services and/or Transactions as mentioned in the Policies and hence You may not be entitled to a refund in respect of the Transactions for those products and /or services

Except for Cash On Delivery transaction, refund, if any, shall be made at the same Issuing Bank from where Transaction Price was received, or through any other method available on the Platform, as chosen by You.

For Cash On Delivery transactions, refunds, if any, will be made via electronic payment transfers.

Refund shall be made in Indian Rupees only and shall be equivalent to the Transaction Price received in Indian Rupees.

For electronics payments, refund shall be made through payment facility using NEFT / RTGS or any other online banking / electronic funds transfer system approved by Reserve Bank India (RBI).

Refunds may be supported for select banks. Where a bank is not supported for processing refunds, You will be required to share alternate bank account details with us for processing the refund.

In case of refunds, you would be provided an option to choose if the refund has to be credited back to source, bank account/UPI or would like to receive a gift voucher. In case you choose gift voucher, Seller would provide you with gift voucher which may be delivered to you electronically by Flipkart

Refund shall be conditional and shall be with recourse available to Flipkart in case of any misuse by Buyer.

We may also request you for additional documents for verification.

Refund shall be subject to Buyer complying with Policies.

Flipkart reserves the right to impose limits on the number of Transactions or Transaction Price which Flipkart may receive from on an individual Valid Credit/Debit/ Cash Card / Valid Bank Account/ and such other infrastructure or any other financial instrument directly or indirectly through payment aggregator or through any such facility authorized by Reserve Bank of India to provide enabling support facility for collection and remittance of payment or by an individual Buyer during any time period, and reserves the right to refuse to process Transactions exceeding such limit.

Flipkart reserves the right to refuse to process Transactions by Buyers with a prior history of questionable charges including without limitation breach of any agreements by Buyer with Flipkart or breach/violation of any law or any charges imposed by Issuing Bank or breach of any

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Transaction Price from the Buyer for security or other reasons at the discretion of Flipkart. As a result of such check if Flipkart is not satisfied with the creditability of the Buyer or genuineness of the Transaction or other reasons at its sole discretion, Flipkart shall have the right to reject the receipt of / Buyers commitment to pay Transaction Price. For avoidance of doubt, it is hereby clarified that the 'Cash on Delivery' feature for payment, may be disabled for certain account users, at the sole discretion of Flipkart.

Flipkart may delay notifying the payment confirmation i.e. informing Seller to dispatch, if Flipkart deems suspicious or for Buyers conducting high transaction volumes to ensure safety of the Transaction and Transaction Price. In addition, Flipkart may hold Transaction Price and Flipkart may not inform Seller to Dispatch or remit Transaction Price to law enforcement officials (instead of refunding the same to Buyer) at the request of law enforcement officials or in the event the Buyer is engaged in any form of illegal activity.

The Buyer and Seller acknowledge that Flipkart will not be liable for any damages, interests or claims etc. resulting from not processing a Transaction/Transaction Price or any delay in processing a Transaction/Transaction Price which is beyond control of Flipkart.

Compliance with Laws:

As required by applicable law, if the Customer makes a purchase of an amount equal to or above INR 2, 00, 000.00/- the Customer will be required to upload a scanned copy of his/her PAN card on the Platform, within 4 days of making the purchase, failing which, the purchase made by the Customer will be cancelled. The requirement to submit the PAN card arises only once and if it has been submitted already by the Customer, it need not be submitted again. The order of the Customer shall stand cancelled if there is a discrepancy between the name of the Customer and the name on the PAN Card.

Buyer and Seller shall comply with all the applicable laws (including without limitation Foreign Exchange Management Act, 1999 and the rules made and notifications issued there under and the Exchange Control Manual as may be issued by Reserve Bank of India from time to time, Customs Act, Information and Technology Act, 2000 as amended by the Information Technology (Amendment) Act 2008, Prevention of Money Laundering Act, 2002 and the rules made there under, Foreign Contribution Regulation Act, 1976 and the rules made there under, Income Tax Act, 1961 and the rules made there under, Export Import Policy of government of India) applicable to them respectively for using Payment Facility and Flipkart Platform.

Buyer's arrangement with Issuing Bank:

All valid Credit / Debit/ Cash Card/ and other payment instruments are processed using a Credit Card payment gateway or appropriate payment system infrastructure and the same will also be governed by the terms and conditions agreed between the Buyer and the respective Issuing Bank and payment instrument issuing company.

All Online Bank Transfers from Valid Bank Accounts are processed using the gateway provided by the respective Issuing Bank which support Payment Facility to provide these services to the Users. All such Online Bank Transfers on Payment Facility are also governed by the terms and conditions agreed to between Buyer and the respective Issuing Bank.

Customer Conduct

Terms:

A) Flipkart fosters diversity, inclusion, equity and protect the individuals who are engaged with us as delivery partners from any discrimination on grounds such as race, social origin, caste, ethnicity, nationality, gender, gender identity and expression, sexual orientation, disability, religion or belief, age or any other grounds.

B) Flipkart prohibits discrimination against delivery partners under any circumstances and on any grounds including on the basis of race, religion, caste, place of origin, disability, sexual orientation, sex, marital status, gender identity, age, or any other characteristics that may be protected under applicable law.

C) We reserve the right to withhold access to the Platform and otherwise limit Your access to the Platform at Our absolute discretion if You behave towards any delivery partner working with Flipkart in a manner which is discourteous, disrespectful, or abusive, or which otherwise may be deemed to be inappropriate or unlawful.

D) You are expected to treat all delivery partners with courtesy and respect.

Flipkart's Replacement Guarantee

Flipkart's Replacement Guarantee seeks to assist Buyers who have been defrauded by qualified sellers on the Platform. The return policy period (Flipkart's Replacement Guarantee) depends on the product category and the seller. Kindly click here to know the return policy period applicable for different categories. If at the time of delivery and/or within the applicable return policy period, if any defect is found, then the buyer of the product/s can ask for replacement of the product/s from the seller subject to the following terms and conditions

Notify seller of any defects in the product/s at the time of delivery of the product/s and/or within the applicable return policy period and the same product/s will be replaced in return of the defective product/s.

Replacement can be for the entire product/s or part/s of the product subject to availability of the same with the seller.

Following products shall not be eligible for return or replacement:

- a. Damages due to misuse of product;
- b. Incidental damage due to malfunctioning of product;

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- e. Digital products/services;
- f. Any damage/defect which are not covered under the manufacturer's warranty
- g. Any product that is returned without all original packaging and accessories, including the box, manufacturer's packaging if any, and all other items originally included with the product/s delivered;
- h. Jewelry which is 'made to order' on customer's request

On Clothing and Footwear, qualified sellers accept 30 day exchange subject to the following conditions:

Clothes and footwear are not used (other than for trial), altered, washed, soiled or damaged in any way.

Original tags and packaging should be intact. For items that come in branded packaging, the box should be undamaged.

Returns are not applicable for 'Made to order' jewellary, innerwear, lingerie, socks, clothing freebies, etc.

Damaged or defective or 'Not as described' products in Lifestyle category (includes clothing, footwear, etc.) are meanwhile covered by the 30 Day Replacement Guarantee. Kindly click here to know the return policy period (Replacement Guarantee) applicable for different categories.

If Flipkart has any suspicion or knowledge that any of its buyers and sellers are involved in any activity that is intended to provide claims or information that is false or not genuine, Flipkart may also, while reserving its rights to initiate civil and/or criminal proceedings against such member buyers and sellers, at its sole discretion, suspend, block, restrict, cancel the Display Name of such buyers and sellers and/or disqualify that user and any related users from availing protection through this program. Customers who have been blocked for any suspicious or fraudulent activity on Flipkart will not be allowed to return their products.

Flipkart reserves its right to initiate civil and/or criminal proceedings against a user who, files a invalid and/or false claims or provides false, incomplete, or misleading information. In addition to the legal proceedings as aforesaid, Flipkart may at its sole discretion suspend, block, restrict, cancel the Display Name \[and its related Display Names\] of such user and/or disqualify that user and any related users from availing protection through this program. Any person who, knowingly and with intent to injure, defraud or deceive, files a Fraudulent Complaint containing false, incomplete, or misleading information may be guilty of a criminal offence and will be prosecuted to the fullest extent of the law.

Exchange Offers:

By participating in the exchange I confirm that I am the sole and absolute owner and/or user of the product mentioned above (device).

I confirm that device which I am exchanging under the buyback program is genuine and is not counterfeit, free from any and all encumbrances, liens, attachments, disputes, legal flaws, exchange or any Agreement of Sale etc. and I have got the clear ownership of the said device.

You agree to indemnity and keep indemnifying Flipkart.com and any future buyer of the device against all or any third party claims, demand, cost, expenses including attorney fees which may be suffered, incurred, undergone and / or sustained by Flipkart.com, its affiliates or any future buyer due to usage of the device by you till date and you undertake to make good the same.

I confirm that all the data in the said device will be erased before handing it over under buyback program. I also confirm that in spite of erasing the data manually/electronically, if any data still accessible due any technical reason, Flipkart.com, Seller or the manufacturer shall not be responsible for the same and I will not approach Flipkart.com for any retrieval of the data.

I hereby give my consent that my personal information that I have provided in connection with this buyback program might be processed, transferred and retained by the retailer and other entities involved in managing the program for the purposes of validating the information that I provided herein and for the administration of the program.

I agree to indemnity and keep indemnifying the Flipkart.com and any future buyer of the old device against all or any third party claims, demand, cost, expenses including attorney fees which may be suffered, incurred, undergone and / or sustained by Flipkart.com, its affiliates or any future buyer due to usage of the device by me till date and I undertake to make good the same.

I understand once a device is sent by me to Flipkart, in no scenario can this device be returned back to me.

I understand that the new device delivery and the old device pickup will happen simultaneously (hand in hand) and I shall keep the old device ready to be given for exchange.

Products distributed as gifts from state sponsored or NGO funded distribution programs are not accepted for exchange under exchange offers.

Digital Content: Flipkart Video

These Terms of Service ("Terms") govern your access to and use of Flipkart Video which is an online over-the-top platform providing users with live and/or on-demand audio and video content of various genres which may be offered by either Flipkart or by third party content providers (all such content, collectively, the "Content").

The Content is being hosted on Flipkart mobile App only ("Platform"), that is owned and operated by Flipkart Internet Private Limited ("Flipkart", "We" or "Our").

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Use of Flipkart Services is available only to persons who can form a legally binding contract under the Indian Contract Act, 1872. You must be 18 years of age, to avail the Services. Minors may only use the service under the supervision of an adult. Some content offered on the Platform may not be appropriate for viewership by minors. Accordingly, parents and/or the guardians of such children or minors are advised to exercise discretion before allowing their children or minors to access such content on the Platform.

All the Content being offered to the users on the Platform shall be, for the convenience of the users, free of cost, or at such other terms as may be offered by Flipkart or the Content Providers with respect to any Content from time to time, and such other terms shall be communicated to the user at the time of viewing such Content and/or at the time of registering with the Platform. Subject to you accepting these Terms and any other terms as may be communicated to you from time to time, you are given a limited, non-exclusive, non-transferable, non-sub-licensable, revocable permission to view the Platform and avail the Services during the subsistence of your account with Flipkart and no right, title or interest in any Content will be deemed transferred to you.

The Platform is an interactive online platform for the users to view the Content of various genres, which may either be offered by Flipkart or third party content providers. As regards third party audio-video content generated by third parties (such content, the "Third Party Content" and such content providers, the "Content Owners"), the Platform offers you such Third Party Content by providing hosting services to Content Owners displaying their content and/or by allowing their content to be viewed by you on the Platform by integrating services and application of other audio-video hosting, caching and/or streaming service or infrastructure providers ("Platform Partners") who may have content procurement arrangements with the Content Owners The Platform may also provide content which is commissioned by Flipkart and/or is procured by Flipkart either under a license or copyright agreement (such content, "Flipkart Originals").

Content will therefore consist of Flipkart Originals or Third Party Content. Content Owners and/or Platform Partners will provide Third Party Content. Specifically, for more information in relation to Third Party Content (including the terms of use relating specifically to Third Partner Content), you may refer to their respective terms and conditions. As such, Flipkart has no ownership or control whatsoever on Third Party Content, whether it is uploaded or streamed by Content Owners or by the Platform Partners. Flipkart plays no role in creating/developing Third Party Content.

As regards all the news content which are also Third Party Content through the Platform Partners, Flipkart's role is strictly limited to providing a uniform resource locator (URL) or a web-address to access and/or share such content on the Internet with the users and all news content is provided, uploaded, streamed and/or hosted by Content Owners, the Platform Partners and/or their respective agents or service providers. For avoidance of doubt, it is clarified that Flipkart will not be hosting, uploading or streaming any news content on its servers or IT systems. Flipkart will not be exercising any control – physical, editorial or digital - over the news Content being viewed by or provided to the user on the Platform. Flipkart will only be providing the user with an option and/or a medium to access news content through the Platform which, in turn, will provide the Content Providers and/or the Platform Partners an opportunity to disseminate their content on the Platform. The news Content on the Platform is directly uploaded or streamed onto the Platform by Platform Partners who avail of Flipkart's communication platform, without any intervention from Flipkart in the content procurement/uploading/streaming/transmission process. Flipkart's role is that of an 'intermediary' as defined under the Information Technology Act, 2000 and the rules thereunder, with regard to the news Content. Being an intermediary, Flipkart has no responsibility and/or liability in respect of any news Content on the Platform, including for intellectual property rights infringement, defamation, obscenity or any other violation under applicable law.

Irrespective of whether the Content is a Third Party Content or a Flipkart Original, you, at all times, are responsible for your use of the Platform and for viewing any Content and Flipkart shall have no liability with respect to any loss or damage caused by viewing or relying on the Content. By hosting Flipkart Originals on the Platform and by permitting the hosting, uploading or streaming of Third Party Content on the Platform, Flipkart will neither guaranteeing nor giving any warranty nor making any representation with respect to the Contents. The Content provided on the Platform is for entertainment or information purposes only and Flipkart will neither be endorsing the views, products or the services being depicted or offered as part of the Content, nor will Flipkart be responsible for quality or features of the Content displayed on the Platform. Unless expressly stated otherwise, all characters, themes and events depicted in Flipkart Originals are entirely fictitious and any similarity to actual events or persons, living or dead, is purely coincidental, unintentional or accidental.

Third Party Content will be made available to you through different modes, including via video-on-demand or on a live streaming basis, depending on the nature of the content and at the discretion of the Content Owners and/or Platform Partners. Flipkart Originals will be provided to you through different modes as well as the discretion of Flipkart. You may choose to view any Content at your discretion at a time chosen by you and by accepting these Terms and any other terms relating to such Content.

Please note that the availability of, and your ability to access, the Content or some part of the Services, (a) is subject to applicable law and the contractual arrangements between Flipkart and the Content Owners and/or Platform Partners; and (b) may be dependent upon your geographical location, your Internet/data connectivity or your system capabilities or compatibility with the Platform. Not all Content or Services will be available to all users. On account of the nature of the Internet/data connectivity and system compatibility, the Platform and the Services may also be accessed in various geographical locations. You, therefore, hereby agree and acknowledge that you are accessing the Platform and availing of the Services, at your own risk, choice and initiative, and you agree and undertake to ensure that your use of the Platform and the Services complies with all applicable laws including the local laws in your jurisdiction. Further, you agree and acknowledge that the Services and Content may vary from place to place, time to time and device to device and the quality and the quantity of your access to the Content or the use of the Platform or availing of the Services would be subject to various parameters such as specifications, device, Internet availability and speed, bandwidth, etc.

Any information on the Platform, whether the Content or any other information (other than Flipkart Original), have not been verified by Flipkart, and therefore, Flipkart shall not be responsible for any such Third Party Content or information. Flipkart will not bear any obligation or liability if You rely on the Contents or information and any loss or liability has been incurred by you arising from such Third Party Content or information.

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for any act or omission of the Content Owner and/or the Platform Partners.

You hereby acknowledge that the Third Party Content is created and owned by the Content Owners who own all the rights including the copyrights with respect to such content. The Content is available on the Platform for personal and non-commercial use only and you shall not use it for any commercial, promotional, resale, further distribution or any other unauthorized purposes. You agree not to use the service for public performances.

You further acknowledge that all the intellectual property rights contained in (a) the Flipkart Originals are solely owned by Flipkart and (b) in the Third Party Content are solely owned by the Content Owners or licensed to the Platform Partners. During the term of your Flipkart membership we grant you a limited, non-exclusive, non-transferable, revocable right to access the Platform and view the Content. Except for the foregoing, no right, title or interest shall be transferred to you in any Content or the Platform.

We can terminate your account or place your account on hold in order to protect our or the interests of the Content Owners or of the Platform Partners, from an actual, probable or suspected theft, loss, damage or other fraudulent activity. Flipkart reserves the right to immediately terminate, suspend, limit, or restrict your access or use of the Platform and/or the Services, at any time, without any notice or liability, if Flipkart so determines, in its sole discretion, for any reason whatsoever, including that you have: (a) breached these Terms or the Privacy Policy; or (b) violated any applicable law, rule, or regulation; or (c) you have engaged in any inappropriate or unlawful conduct; or (d) provided any false or inaccurate information; or (e) for any other reason that Flipkart deems fit in its sole discretion.

Any use or reliance on any Content or materials obtained by you through the Platform is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted on the Platform or endorse any opinions expressed via the Contents. You understand that by using the Platform, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All Third Party Content is the sole responsibility of the Content Owners who originated such content or it is the responsibility of the Platform Partners who host, upload and/or stream such Third Party Content. Flipkart may not monitor or control the Content posted, uploaded and/or streamed on the Platform by the Content Owners, the Platform Partners and/or their respective agents or affiliates, and, we do not take responsibility or liability for any such content.

We reserve the right to remove any Content or the user data that violates these Terms or the applicable law, including for example, copyright or trademark violations, impersonation, unlawful conduct, or harassment. With respect to Third Party Content, Flipkart's role is limited to providing a communication platform to Content Owners and/or Platform Partners, to enable the transmission of the Third Party Content directly from such third parties to you.

Personal Information; We may use information such as device ID, location or an account email address used with an existing Flipkart account to determine eligibility and any offers therof. We may share personal information with our other corporate entities and Platform Partners only for the purposes of giving enhanced customer services.

Service Interruptions: You hereby consent to sharing your information with third parties unless you specifically opt out. In addition, your access to the Services and the Platform 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 restrictions.

If you see an offensive, abusive, or any unlawful content on the Platform, you can report it to customer care of Flipkart.

Disclaimer of representations and warranties: Your access to and use of the Services or any Content are at your own risk. You understand and agree that the Services are provided to you on an "AS IS" or "AS AVAILABLE" basis. Flipkart makes no warranty or representation and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security, security and non-compatibility or reliability of any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained through the Content, will create any warranty or representation not expressly made herein or therein.

Limitation of liability: By using the Services, you agree that the liability of Flipkart, its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners and licensors, shall be limited to the maximum extent permissible by applicable law. In no case shall Flipkart, its directors, officers, employees, affiliates, agents, contractors, principals, or licensors be liable for any direct, indirect, incidental, punitive, special, or consequential damages arising from your use of the Services or any Content or for any other claim related in any way to your access to the Platform and/or use of the Services, including, but not limited to, any errors or omissions in any Content or information on the Platform, or any loss or damage of any kind incurred as a result of the use of the Services and/or reliance on any Content or information on the Platform.

Indemnification: You shall defend, indemnify and hold harmless Flipkart its owners, affiliates, subsidiaries, group companies, partners (as applicable), and their respective officers, directors, agents, and employees ("Indemnified Parties"), from and against any claim, demand, damages, obligations, penalty, losses or actions (including reasonable attorneys' fees) made by any third party against the Indemnified Parties or imposed against the Indemnified Parties, due to or arising out of your or your affiliate's or relative's: (a) breach of these Terms, the Privacy Policy and/or any other policies; or (b) violation of any applicable law, rules, regulations; or (c) violation of the rights (including infringement of intellectual property rights) of a third party or Flipkart; or (d) unauthorized, improper, illegal or wrongful use of your Flipkart account (including by you or by any person, including a third party, whether or not authorized or permitted by you). This indemnification obligation will survive the expiry or termination of these Terms and/or your use of the Service.

Force Majeure: You agree that Flipkart shall be under no liability whatsoever to you in the event of non-availability of the Platform and/or any of the Services or any portion thereof, occasioned by an Act of God, war, disease, revolution, riot, civil commotion, strike, lockout, flood, fire,

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Governing laws: These Terms shall be governed, interpreted, and construed in accordance with the laws of India, without regard to the conflict of law provisions and for resolution of any dispute arising out of your use of the Services or in relation to these Terms.

Notwithstanding the foregoing, you agree that (i) Flipkart has the right to bring any proceedings before any court/forum of competent jurisdiction and you irrevocably submit to the jurisdiction of such courts or forum; and (ii) any proceeding brought by you shall be exclusively before the courts in Bengaluru, India.

Severability: If any provision of these Terms is held invalid, void, or unenforceable, then that provision shall be considered severable from the remaining provisions, and the remaining provisions shall be given full force and effect.

Amendments: We may revise these Terms from time to time, without prior notice to you, to update, revise, supplement, and otherwise modify these Terms and to impose new or additional rules, policies, terms, or conditions on your use of the Service. Any updates, revisions, supplements, modifications, and additional rules, policies, terms, and conditions will be posted on the Platform and will be effective immediately after such posting and we recommend that you periodically check these Terms on the Platform for such revised terms. Your continued use of the Services and/or the Platform will be deemed to constitute your acceptance of any and all such revised terms.

Entire agreement: These Terms, the Privacy Policy and any other terms or policies as may be prescribed by Flipkart from time to time, constitute the entire agreement between you and Flipkart, which will govern your use of or access to the Services and/or the Platform, superseding any prior agreements between you and Flipkart regarding such use or access.

Survival: You acknowledge that your representations, undertakings, and warranties and the clauses relating to indemnities, limitation of liability, grant of license, governing law shall survive the efflux of time and the termination of these Terms (including but not limited to Clauses 22 to 30 of these Terms).

Indemnity

You shall indemnify and hold harmless Flipkart, its owner, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of Your breach of this Terms of Use, privacy Policy and other Policies, or Your violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party.

Applicable Law

Terms of Use shall be governed by and interpreted and construed in accordance with the laws of India. The place of jurisdiction shall be exclusively in Bangalore.

Jurisdictional Issues/Sale in India Only

Unless otherwise specified, the material on the Platform is presented solely for the purpose of sale in India. Flipkart make no representation that materials in the Platform are appropriate or available for use in other locations/Countries other than India. Those who choose to access this site from other locations/Countries other than India do so on their own initiative and Flipkart is not responsible for supply of products/refund for the products ordered from other locations/Countries other than India, compliance with local laws, if and to the extent local laws are applicable.

Trademark, Copyright and Restriction

This site is controlled and operated by Flipkart and products are sold by respective Sellers. All material on this site, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights. Material on Platform is solely for Your personal, non-commercial use. You must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by email or other electronic means and whether directly or indirectly and You must not assist any other person to do so. Without the prior written consent of the owner, modification of the materials, use of the materials on any other Platform or networked computer environment or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited. Any use for which You receive any remuneration, whether in money or otherwise, is a commercial use for the purposes of this clause.

Flipkart e-learning application

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Rights Granted: E-book right is a non-exclusive, non-transferable right to use for your personal, non-commercial use, subject to and in accordance with the Terms of Use. You must not share access to the e-books with any other person.

Flipkart does not assume any loss or damage caused by Your electronic gadget with which You are viewing the e-book or if the electronic gadget does not support the e-book application.

You must not decompile, reverse engineer or disassemble the contents of the application or modify, copy, distribute, transmit, display, perform, reproduce, publish, create derivative works from the application.

Intellectual Property Rights: It is hereby specifically recorded that the copyright and other Intellectual Property in the e-book is available with the Seller and it is Seller's exclusive property. Seller represents and warrants that Sellers are authorized by such third parties to sell the e-book on the Platform for license of use to the end customers. Intellectual Property Rights for the purpose of this Terms of Use shall always mean and include copyrights whether registered or not, patents including rights of filing patents, trademarks, trade names, trade dresses, house marks, collective marks, associate marks and the right to register them, designs both industrial and layout, geographical indicators, moral rights, broadcasting

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owner of such domain name. The Parties hereto agree and confirm that no part of any Intellectual Property rights mentioned hereinabove is transferred in the name of User and any intellectual property rights arising as a result of these presents shall also be in the absolute ownership, possession and Flipkart's control or control of its licensors, as the case may be.

Trademark complaint

Flipkart respects the intellectual property of others. In case You feel that Your Trademark has been infringed, You can write to Flipkart at infringement@flipkart.com or ss@flipkart.com.

Product Description

Flipkart we do not warrant that Product description or other content of this Platform is accurate, complete, reliable, current, or error-free and assumes no liability in this regard.

Limitation of Liability

IN NO EVENT SHALL FLIPKART BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THESE TERMS OF USE, EVEN IF USER HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

Contact Us

Please contact us for any questions or comments (including all inquiries unrelated to copyright infringement) regarding this platform through the link: https://www.flipkart.com/helpcentre

Grievance officer

In accordance with Information Technology Act 2000 and rules made there under and the Consumer Protection (E-Commerce) Rules, 2020, the name and contact details of the Grievance Officer are provided below:

Mr. Shremanth M

Designation: Senior Manager

Flipkart Internet Pvt Ltd Block B (Begonia),

8th Floor Embassy Tech Village,

Outer Ring Road, Devarabeesanahalli Village,

Varthur Hobli, Bengaluru East Taluk,

Bengaluru District-560103, Karnataka:, India.

Contact us:

Email: grievance.officer@flipkart.com

Phone: 044-45614700

Time: Mon - Sat (9:00 - 18:00)

Customer Support: You can reach our customer support team to address any of your queries or complaints by clicking the link, selecting your order and choosing 'Need Help' option: https://www.flipkart.com/helpcentre

POLICIES

Profanity Policy

Flipkart prohibits the use of language that is racist, hateful, sexual or obscene in nature in a public area.

This policy extends to text within listings, on Seller pages and all other areas of the site that another User may view. If the profane words are part of a title for the item being sold, we allow Sellers to 'blur' out the bulk of the offending word with asterisks (i.e., s**\ or f**\).

Please report any violations of this policy to the correct area for review:

- * Report offensive Display Names
- * Report offensive language in a listing or otherwise

If a feedback comment; or any communication made between Users on the Platform; or email communication between Users in relation to transactions conducted on Platform contain profanity, please review Our feedback removal policy and submit a request for action/removal.

Disciplinary action may result in the indefinite suspension of a User's account, temporary suspension, or a formal warning.

Limits placed on account privileges;

Loss of special status;

Account suspension.

Flipkart shall have the right to delete a product review posted by the customer at its sole discretion, if it is of the opinion that the review contains offensive language as stated above. Further, if Flipkart is of the opinion that the review unfairly either: (i) causes disadvantage to a product; or (ii) increases the popularity of the product, Flipkart shall have the right to delete the customer review. Flipkart shall also, at its sole discretion have the right to blacklist the customer from posting any further customer reviews.

Rating and Review Process

Reviews must be genuine and based on your actual experience with the product.

Reviews must comply with the Platform's TOU and content policies, including those prohibiting offensive, abusive, or inappropriate content.

Reviews must not contain any personal information, such as your name, address, phone number, or email address.

Reviews must not promote any other products or services.

All reviews and ratings will be subject to moderation by the Platform.

What all is allowed in Flipkart Ratings and Reviews

- Product Ratings
- Product Reviews
- · Aspect Ratings (Rating for Battery, Camera etc.)
- · Image Reviews
- Video Reviews

Only Buyers with Verified Purchases can leave reviews:

- Ratings & Reviews are solicited from users post-delivery of their product.
- This happens across multiple touch points both inside the Flipkart App (Notifications, Home Page, My Orders, Order Details) and outside the App (Email, SMSs, PNs)
- In case someone who has not purchased a particular product on Flipkart, attempts to review/rate a product on Flipkart, we do not allow it under any circumstances. These users see an error.

Crowd-sourced Review Feedback

- We allow users to give Thumbs-up & Thumbs-down against every review. This is used in calculation of Wilson Score that is one of the factors in the ranking the reviews
- Flag as abusive: Users are allowed to flag reviews as abusive in case they find content that they find as abusive. These are then manually moderated and taken down in case they violate any guidelines.

Moderation of Reviews

Auto-moderation (Algorithmic pipeline)

Flipkart does auto-moderation of text reviews via an algorithmic pipeline. We check for the below and remove the reviews in case they breach one of the below conditions.

- Text: Profanity, Personal or sensitive information, Religious and political comments, Emojis, Other mixed languages (detection and rejection), Competitor/Competitive Brand mentions (ex. Mentioning Brand B in a review of Brand A's products), Price/Offer related information, URLs for external websites, Service related reviews for the product, Seller-attributable R&R such as fake, duplicate product will now be shown for single-seller listings, Future plan for multi-seller listings, Poorly formatted content, Irrelevant content
- Image & Video: All images are manually moderated. Only images & videos that have completed moderation go live on the platform and are visible to other users.

Manual moderation

If the auto-moderation model is not confident enough (above a threshold) to categorize the text review in any of the categories, then it sends for manual moderation. All profane reviews go for manual moderation, even when auto-moderation model is able to categorize them.

Image & Video components directly go for manual moderation.

Related/Installation Related Review, Regional Language Content, Missing Product Related Review, Service Centre Related (Post Sale Related),
Damaged/wrong Product Received, Packaging Related Review, Payment/Return/Refund/Cancellation Related Review, Promoting Other Retailers.

Images can be rejected for the following reasons: Profanity, Product Mismatch, Screen Shot from Online Platform, Blur/Pixelated Images, Image Contains Personal Or Sensitive Information, Promoting Other Retailers, Fake/damaged Product Received, Brand Mismatch, Partial/Cropped image, Image with Unwanted Objects

Videos can be rejected for the following reasons: Contains profane/abusive content in the video, Video does not match the product being reviewed, Video is not meeting length specifications, Video contains user audio (Background), Video lacks focus on the product purchased, Not a user captured image in the video(screenshots), Video does not match with thumbnail image, Poor quality video, Poor quality audio, Contains reference to other platforms/retailers, Contains comparison with other competitor products, Contains service related feedback (about shipment), Video does not match the product purchased (brand mismatch), Contains vernacular content, Contains sarcastic content, Contains irrelevant content, Contains offers, deals related content, Contains personal or sensitive information

In addition to these, we also take down reviews from based on the below profile checks.

Profile based checks

- a) If a buyer has been blacklisted by Flipkart Trust & Safety Systems for one or more frauds and the customer has remained blacklisted for more than 30 days (accounting for false positives), then the Ratings and Reviews given by the user are not reliable, and are taken down.
- b) If a buyer is linked to a seller and the seller has been blacklisted by TnS for selling fake products or doing SPF fraud, then the Ratings and Reviews given by the buyer are not reliable and are taken down.
- c) If a buyer is linked to a seller and is giving good ratings (4 star or 5 star) to the seller's products, then such ratings are be marked as spam and taken down.
- d) If buyer is linked to a seller and is giving bad ratings (1 star, 2 star) to products sold by other sellers in the same vertical, then the ratings are marked as spam and taken down. 5. If a buyer has returned the product with return reason set which signifies dissatisfaction with the product and is still giving 4 star and 5 star rating, then the rating is marked as spam and taken down.
- e) If majority of a buyer's ratings are 1 stars (> 48% number was arrived at by using outlier detection techniques) and > 50% of such 1 star ratings are anomalies, then the buyer is not reliable, and their ratings are taken down. Anomaly definition: if (average rating 2*standard deviation > 1).
- f) If majority of a buyer's ratings are 5 stars (> 75% number was arrived at by using outlier detection techniques) and > 50% of such 5 star ratings are anomalies, then the buyer is not reliable. Anomaly definition: if (average rating + 2*standard deviation <5)

 Model / algorithm we use for reviews

Rating of a product is the plain average of all valid ratings that have been received by the product since the very first rating it received. There are no other considerations/weights here.

Replacement Guarantee

The Replacement Guarantee seeks to assist Buyers who have been defrauded by qualified sellers on the Platform. If at the time of delivery and/or within specified days from the date of delivery of the product/s, if any defect is found, then the buyer of the product/s can ask for replacement of the product/s from the seller.

If Flipkart has suspicion or knowledge, that any of its buyers and sellers are involved in any activity that is intended to provide claims or information that is false, misleading or not genuine, then Flipkart may while reserving its rights to initiate civil and/or criminal proceedings against User may also at its sole discretion suspend, block, restrict, cancel the Display Name of such buyer and seller and /or disqualify that User and any related Users from availing protection through this program.

Flipkart reserves its right to initiate civil and/or criminal proceedings against a User who, files a invalid and/or false claims or provides false, incomplete, or misleading information. In addition to the legal proceedings as aforesaid, Flipkart may at its sole discretion suspend, block, restrict, cancel the Display Name [and its related Display Names] of such User and/or disqualify that User and any related Users from availing protection through this program. Any person who, knowingly and with intent to injure, defraud or deceive, files a Fraudulent Complaint containing false, incomplete, or misleading information may be guilty of a criminal offence and will be prosecuted to the fullest extent of the law.

For more details related to Replacement Policy, refer to s/help/cancellation-returns

Returns Policy

Definition: 'Return' is defined as the action of giving back the item purchased by the Buyer to the Seller on the Flipkart Platform. Following situations may arise:

Item was defective

Item was damaged during the Shipping

Products was / were missing

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Points to be noted:

Seller can always accept the return irrespective of the policy.

If Seller disagrees a return request, Buyer can file a dispute under the Buyer Protection Program*.

We encourage the Buyer to review the listing before making the purchase decision. In case Buyer orders a wrong item, Buyer shall not be entitled to any return/refund.

Buyer needs to raise the return request within the return period applicable to the respective product. Once Buyer has raised a return request by contacting Us on Our Toll Free Number, Seller while closing the return ticket can select one of the following:

Replace after shipment collection - Seller has agreed to wait for the logistics team to collect the shipment from the buyer before replacing it)

Refund after shipment collection - Seller has agreed to wait for the logistics team to collect the shipment from the buyer before refunding)

Refund without shipment collection - Seller has agreed to refund the buyer without expecting the original shipment back)

Replace without shipment collection - Seller has agreed to replace the order without expecting the original shipment back)

On certain select days as specified by Flipkart (such as 'The Big Billion Day') separate policies may be applicable.

In the event the Seller accepts the return request raised by the Buyer, Buyer will have to return the product and then the refund shall be credited to the Buyers account.

In case the Seller doesn't close the ticket in 3 days from the date of intimation to the Seller about the refund request, the refund request shall be settled in favor of the Buyer.

Further for returns being made by Buyer to the Seller of the product, the following parameters needs to be ensured by the Buyer:

Category Condition	
Electronics	Should be included
Clothing and Footwear	Should be "New & Unworn" (other than for trial)
Beauty, Health & Personal Care	Should be "New & Unopened"
Sports & Equipment	Should be "New" and returned with original packaging
Office Products	Should be "New" and returned with original packaging
Jewellery	Should be "New" and returned with original packaging

If the product being returned is not in accordance with the above parameters, then Buyer shall not be entitled to any refund of money from the Seller.

Shipping cost for returning the product shall be borne and incurred by the Seller.

Replacement

Definition: Replacement is the action or process of replacing something in place of another. A Buyer can request for replacement whenever he is not happy with the item, reason being Damaged in shipping, Defective item, Item(s) missing, wrong item shipped and the like.

Points to be noted:

Seller can always accept the return irrespective of the policy.

If Seller disagrees for a return request, Buyer can file a dispute under Buyer Protection Program*.

Buyer needs to raise the replacement request within the return period applicable to the respective product. Once Buyer has raised a replacement request by contacting Us on the Toll Free Number provided on the Platform. Once the replacement request has been raised, the following steps shall be followed:

Buyer is asked for "Reason for Return". Among others, the following are the leading reasons:

Shipping was damaged

Item was defective

Item Dead on Arrival

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An intimation shall be provided to Seller seeking either "approval" or "rejection" of the replacement request.

In case the Seller accepts the replacement request, Buyer shall be required to return the product to the Seller and only after return of the product, Seller shall be obliged to provide the replacement product to the Buyer.

Incase Seller rejects the replacement request, Buyer can choose to raise a dispute by contacting us through this link: https://www.flipkart.com/helpcentre.

In case the Seller doesn't have the product at all, Seller can provide the refund to the Buyer and Buyer shall be obligated to accept the refund in lieu of replacement. All the product parameters shall be required to be complied with in cases of replacement.

If the Seller doesn't respond to the Buyer's replacement request, within three (3) days from the date of replacement request placed by the Buyer, refund shall be processed in favour of Buyer and Seller shall be liable to refund amount paid to the Seller.

All shipping and other replacement charges shall be borne and incurred by the Seller.

Once a transaction is completed, the following fees become non-refundable in case of cancellations or returns:

Platform fee

Offer Handling Fee

Payment Handling Fee

Corporate Credit Card Fee

Disputes (Resolutions) Policy

Overview

Generally, transactions are conducted smoothly on Flipkart. However, there may be some cases where both the Buyers and Sellers may face issues. At Flipkart, we have a Dispute Resolution process in order to resolve disputes between Buyers and Sellers.

What is a 'dispute'?

A 'Dispute' can be defined as a disagreement between a Buyer and a Seller in connection with a transaction on the Platform.

How does a 'dispute' occur in the Marketplace?

Disputes are filed as a result of a disagreement between the Buyer and the Seller. Disputes arise out of an issue that is raised by either party not being completely satisfied with the resolution of their complaint/issue.

It is important that before a Buyer/Seller raises a dispute, they should attempt to solve the issue. Please note that whenever a Buyer raises a dispute, the Seller's payment for that order is put on hold immediately until the issue is resolved.

How is a 'dispute' created?

Whenever there is a disagreement, the Buyer can contact us through this link https://www.flipkart.com/helpcentre, while the Seller can write to ss@flipkart.com, in order to raise a dispute. Disputes can be raised at a particular transaction level.

What are the various types of 'disputes'?

Following are the indicative examples of potential disputes:

Wrong item received;

Item not as described;

Damaged or seal broken on Product;

Part/accessory missing;

Item not compatible;

Seller description/specification wrong;;

Defective (functional issues)

Product not working and manufacturer claims invalid Invoice.

In case the Seller rejects the return request of the Buyer, and Buyer raises a dispute, then Flipkart will try to mediate and resolve the dispute between both the parties. If the dispute is resolved in favour of the Buyer, a refund is provided once the product is returned to the Seller. If the dispute is settled in favour of the Seller, Buyer is entitled to any refund.

Buyer Protection Program

In case of a dispute where the Seller is unable to provide a refund or a replacement, Flipkart will actively work towards reaching a resolution.

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The buyer can contact us through this link https://www.flipkart.com/helpcentre if the issue with the Seller is not resolved. Flipkart's Customer Support team will look into the case to check for possible fraud and if the Buyer has been blacklisted/blocked from making purchases on the Platform. Only after verifying these facts, a dispute can be registered.

CS team will not facilitate a conference call, CS team acts as the bridge between customer and seller.

When a dispute has been raised, Flipkart may provide both the parties access to each others Display Names, contact details including email addresses and other details pertaining to the dispute. Buyers and Sellers are subject to final consent from Flipkart for settling the dispute.

Buyer Eligibility and Restrictions

Only the Buyers who have purchased the product on Flipkart are eligible for the Buyer Protection Program.

Buyers can file a dispute within 45 days from the date of delivery of the product

Any damage or loss to the product after delivery will not be covered under this program and will completely be the Buyer's responsibility. Buyers should refuse to accept delivery if the item is damaged.

To be able to take advantage of the Buyer Protection Program, Buyers should first contact the Seller and attempt to resolve the issue. If the Buyer doesn't hear from the Seller or is unable to resolve the issue with the Seller even after contact, a dispute can be raised with Flipkart by contacting us through the link: https://www.flipkart.com/helpcentre

Fraudulent charges and claims are not covered under Buyer Protection Program

If the Buyer has already initiated chargeback through the credit card issuing bank, it will not be covered under Buyer Protection Program, though in such cases a Seller can file a claim through the Seller Protection Program.

Blacklisted and Blocked Buyers are not covered by the Buyer Protection Program.

Buyers who have reached their maximum lifetime limit for claims are also not eligible. Buyers can make a maximum of 5 claims per year on Flipkart. If the claim was withdrawn, it is not counted. The coverage amount will be limited to Rs. 50,000/-

Through the Buyer Protection program, Flipkart does not provide any guarantee/warranty to Buyers for products sold on Flipkart against technical/manufacturing defects.

Raising disputes against Sellers does not automatically entitle the Buyer to a refund or replacement for the product purchased. Flipkart shall verify the disputes so raised and may process only such claims that are valid and genuine.

Flipkart shall at no point be responsible for any direct or indirect losses, expenses, costs of any nature whatsoever that may be incurred by any Buyer/Seller.

Claims of the nature of 'Buyer remorse' (i.e. instances where products are bought by the Buyer by mistake or where the Buyer chooses to change his/her mind with regard to the product purchased by him) will not be entertained through this program.

Flipkart reserves its right to initiate civil and/or criminal proceedings against a User who, files an invalid and/or false claims or provides false, incomplete, or misleading information. In addition to the legal proceedings as aforesaid, Flipkart may at its sole discretion suspend, block, restrict, cancel the Display Name [and its related Display Names] of such User and/or disqualify that user and any related users from availing protection through this program.

Decisions made by Flipkart under the Buyer Protection Program shall be final and binding on its Users.

Flipkart reserves the right to modify / discontinue Buyer Protection Program without any prior notice period to its Users.

Through this program, Flipkart shall not entertain claims of Buyers who have incurred loss due to delayed shipment or delivery of the item by the Seller.

Flipkart Customer Support Team may seek additional information / clarification from Buyer to facilitate resolution of the dispute. In the event Buyer does not respond with information / clarification sought within 10 days of such request, the dispute shall be auto-closed in favour of the Seller.

Disputes via Chargeback

Whenever a chargeback (CB) comes from a payment gateway/bank, following situations may arise:

Item not received CB - Buyer hasn't received the item. Refund will be created in accordance with the dispute policies

Unauthorized CB - Buyer hasn't made this particular transaction. Refund will be created in accordance with the dispute policies.

Seller expressly agrees that issuing the correct and complete invoice is the sole and primary responsibility of the Seller. Furthermore, Seller shall ensure that invoices state "Powered by Flipkart" and failing to do so Seller will be liable for chargebacks (as applicable).

Item not as described - meaning item is not what Buyer expected. Dispute will be decided in accordance with the dispute policies.

and respectful when communicating by email.

However, Flipkart will investigate and can take action on certain types of unwanted emails that violate Flipkart policies.

Such instances:

Threats of Bodily Harm - Flipkart does not permit Users to send explicit threats of bodily harm.

Misuse of Flipkart System - Flipkart allows Users to facilitate transactions through the Flipkart system, but will investigate any misuse of this service

Spoof (Fake) email - Flipkart will never ask you to provide sensitive information through email. In case you receive any spoof (fake) email, you are requested to report the same to Us through 'Contact Us' tab.

Spam (Unsolicited Commercial email) - Flipkart's spam policy applies only to unsolicited commercial messages sent by Flipkart Users. Flipkart Users are not allowed to send spam messages to other Users.

Offers to Buy or Sell Outside of Flipkart - Flipkart prohibits email offers to buy or sell listed products outside of the Flipkart Platform. Offers of this nature are a potential fraud risk for both Buyers and Sellers.

Flipkart policy prohibits user-to-user threats of physical harm via any method including, phone, email and on Our public message boards.

Violations of this policy may result in a range of actions, including:

Limits on account privileges

Account suspension

Cancellation of listings

Loss of special status

Other Businesses

Flipkart does not take responsibility or liability for the actions, products, content and services on the Platform, which are linked to Affiliates and / or third party Platforms using Platform's APIs or otherwise. In addition, the Platform may provide links to the third party Platforms of Our affiliated companies and certain other businesses for which, Flipkart assumes no responsibility for examining or evaluating the products and services offered by them. Flipkart do not warrant the offerings of, any of these businesses or individuals or the content of such third party Platform(s). Flipkart does not endorse, in any way, any third party Platform(s) or content thereof.

Flipkart Infringement Verification (FIV) - Reporting Listing Violations

Flipkart has put in place Flipkart Infringement Verification process so that intellectual property owners could easily report listings that infringe their rights. It is in Flipkart's interest to ensure that infringing products are removed from the site, as they erode Buyer and good Seller trust.

If you are a Verified Rights Owner and want to report a listing issue, see Flipkart's FIV. Note: Only the intellectual property rights owner can report potentially infringing products or listings through FIV. If you are not the intellectual property rights owner, you can still help by getting in touch with the rights owner and encouraging them to contact us.

If your listing was removed through FIV, and you believe that your listing was removed in error, please contact us.

Flipkart does not and cannot verify that Sellers have the right or ability to sell or distribute their listed products. However, Flipkart is committed to removing infringing or unlicensed products once an authorized representative of the rights owner properly reports them to Flipkart.

FIV works to ensure that item listings do not infringe upon the copyright, trademark or other intellectual property rights of third parties. FIV participants have the ability to identify and request removal of allegedly infringing products and materials.

Any person or company who holds intellectual property rights (such as a copyright, trademark or patent) which may be infringed upon by products listed on Flipkart is encouraged to become a FIV member.

Program membership entitles you (Verified Rights Owner) to the following benefits:

Rapid response by Flipkart in ending listings reported by you (as the Verified Rights Owner) as allegedly infringing

Dedicated priority email queues for reporting alleged infringements

The ability to obtain identifying information about Flipkart's users'

How to Become a FIV Member

To join the FIV, we require only that you fully complete and email Us a Notice of Infringement form specifying the allegedly infringing listings and the infringed work, complete with an original authorized signature. The information requested by the Notice of Infringement is designed to ensure that parties reporting products are authorized by the rights owners, and to enable Flipkart to easily identify the material or listing to be ended.

In the interest of keeping the process easy and simple, after we receive your first Notice of Infringement in hard copy, future notices can be sent to Us by email at ss@flipkart.com.

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We are happy to receive such information, but must advise that we may be limited in Our	r ability to respond to	your request absent formal n	otice
from an authorized rights owner.			
Notice of Infringement			
Flipkart Internet Private Limited			
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\			
I, [name] of [address] \ do solemnly and sincerely declare as follows as the owner of certain intellectual property rights, said owner being named			
I have a good faith belief that the item listings or materials identified in the annexure a Owner, its agent, or the law and therefore infringe the IP Owner's rights. Please expect products claimed to be infringing.			or
I may be contacted at:			
Name\			
Title & Company			
Address			
Email (correspondence)			
Telephone/Fax			
Date\			
and I make this declaration conscientiously believing it to be true and correct.			
Declared by			
on [date] in [place]_\			
Truthfully,			
Signature			
Addendum to Notice of Infringement:			
List of Allegedly Infringing Listings, Products, or Materials			
A Note on Reason Codes: When identifying item numbers please use the reasons below. inform Sellers of the specific reason for the removal of their products.	. When removing prod	ducts from the site, Flipkart wi	ill
Select the most appropriate reason. Please associate each item you report with only one	e reason code.		
Trademark-infringement Trademark owner doesn't make this type of product or has discontinued the producti	ion of the product		
Item(s) is an unlawful replica of a product made by the trademark owner or is counter	rfeit		
Trademark-listing description infringement Listing(s) has unlawful comparison to trademark owner's brand or product			
Listing(s) contains unlawful use of trademark owner's logo			
Copyright-item infringement Software is being offered without any license or in violation of a license			
Item(s) is a bootleg recording;			
Item(s) is an unlawful copy (software, games, movies, etc.);			
Item(s) is unlawful duplication of printed material			
Item(s) is an unlawful copy of other copyrighted work (paintings, sculptures, etc.)			

 $https://www.flipkart.com/pages/terms?utm_source=chatgpt.com$

Listing(s) comprises unauthorized copy of copyrighted text

Copyright-listing content infringement

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Please provide the evidence	ce as to the ownersh	nip of copyright.					
All such Notices of Infringeme	ent shall be sent to i	nfringement@flip	kart.com; or ss@flipka	art.com.			
Contacting the Seller							
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Order Cancellation and Return Policy

Cancellation Policy

The customer can choose to cancel an order any time before it's dispatched. The order cannot be canceled once it's out for delivery. However, the customer may choose to reject it at the doorstep.

The time window for cancellation varies based on different categories and the order cannot be canceled once the specified time has passed.

In some cases, the customer may not be allowed to cancel the order for free, post the specified time and a cancellation fee will be charged. The details about the time window mentioned on the product page or order confirmation page will be considered final.

In case of any cancellation from the seller due to unforeseen circumstances, a full refund will be initiated for prepaid orders.

Flipkart reserves the right to accept the cancellation of any order. Flipkart also reserves the right to waive off or modify the time window or cancellation fee from time to time.

Cancellation Policy - Hyperlocal

The Orders placed by you on the Platform are non-cancellable and non-refundable via self serve under MINUTES delivery option owing to quick delivery times, except if cancellation/refund is requested via CX Agent under the following circumstances:

The Order could not be delivered within the estimated time that was displayed while placing the order;

The Order has not been picked by the Delivery Partner;

The Seller has not accepted or has canceled the Order due to reasons not attributable to You.

Easy Doorstep Cancellation

Any other reason that the Platform may update from time to time

We reserve the right to cancel your order, in whole or in part, for reasons including product unavailability, unforeseen circumstances beyond our control (force majeure), suspected fraudulent activity, violation of our Terms of Use, or logistical constraints. In all instances of cancellation (by us), you will not be charged for the canceled order. Any payments you have already made will be promptly refunded within 5-7 business days for any cancellations. You can track the status of your refund on the Order Details page/section.

Our return, cancellation, and refund policies may be subject to additional reasonable terms and conditions. These will be communicated to you periodically through the Platform's push notifications or other communication methods as outlined within these Terms or as determined by the Company.

Returns Policy

Returns is a scheme provided by respective sellers directly under this policy in terms of which the option of exchange, replacement and/ or refund is offered by the respective sellers to you. All products listed under a particular category may not have the same returns policy. For all products, the returns/replacement policy provided on the product page shall prevail over the general returns policy. Do refer the respective item's applicable return/replacement policy on the product page for any exceptions to this returns policy and the table below

The return policy is divided into three parts; Do read all sections carefully to understand the conditions and cases under which returns will be accepted.

Part 1 – Category, Return Window and Actions possible

Category	Returns Window, Actions Possible and Conditions (if any)
Furniture Home: Pet Supplies & Rest of Home. (Except Home décor, Furnishing, Home Improvement Tools, Household Items)	10 days Refund or Replacement For products requiring installation, returns shall be eligible only

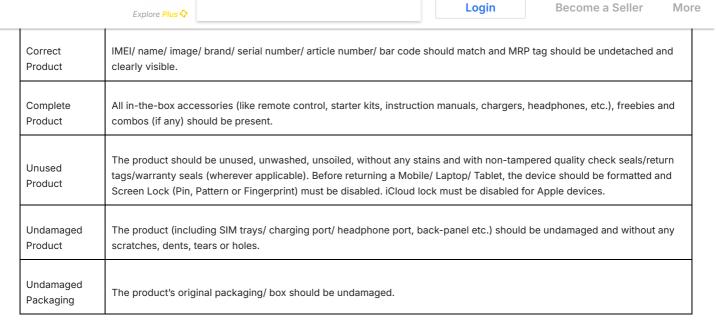
Login Become a Seller More Explore Plus 🗘 In order to help you resolve issues with your product, we may troubleshoot your product either through online tools, over the phone, and/or through an in-person technical visit. If a defect is determined within the Returns Window, a refund/replacement of the same product will be provided at no additional cost. If no defect is confirmed or the issue is not diagnosed within 10 days of delivery or Installation wherever applicable, you will be directed to a brand service centre to resolve any subsequent issues. In any case, only one replacement shall be provided Lifestyle: Watch, T-Shirt, Footwear, Sari, Short, Dress, Kid's (Capri, Shorts & Tops), Men's (Ethnic Wear, Shirt, Formals, Jeans, Clothing Accessory), Women's (Ethnic Wear, Fabric, Blouse, Jean, Skirt, Trousers, Bra), Bags, Raincoat, Sunglass, Belt, Frame, Backpack, Suitcase, Luggage, etc... 10 days Lifestyle: Jewellery, Footwear Accessories, Travel Accessories, Watch Accessories, etc.. Refund, Replacement or Exchange Lifestyle: WinterWear(sweatshirt, jacket, sweater, cardigan, kids_thermal, pullover, windcheater, track_suit, thermal, shawl, track_top, glove, muffler, scarf, blazer, uniform_sweatshirt, uniform_blazer, kids_muffler, kids_mitten, shrug, poncho,uniform_sweater, cap, waistcoat, leg_warmer, legging,elder_halloween_costume) 2 days Medicine (Allopathy & Homeopathy) Refund 7 days Home: Home Improvement Tools, Household Items, Home décor, Furnishing Refund or replacement 7 days Replacement only Books (All books) Free replacement will be provided within 7 days if the product is delivered in defective/damaged Sports Equipments (Racquet, ball, support, gloves, bags etc.) condition or different from the ordered item. Exercise & Fitness Equipments (Home Gym combos, dumbbell etc.) Please keep the product intact, with original accessories, user manual and warranty cards in Auto Accessories - Car and Bike accessories (helmets, car kit, media players etc.) the original packaging at the time of returning the product. 7 days Replacement only Toys (Remote controlled toys, Learning toys, Stuffed toys etc.) Free replacement will be provided within 7 days if Stationary (Pens, Diary notebooks, Calculators etc.) the product is delivered in defective/damaged Musical Instruments (Microphones & Accessories, Guitars, Violins etc.) condition or different from the ordered item. Please keep the product intact, with original accessories, user manual and warranty cards in

Login Become a Seller More Explore Plus 🗘 Non-Returnable - All Wind Instruments (Harmonicas, Flutes etc.) This item is nonreturnable due to hygiene and personal wellness.In case these products are delivered in damaged/defective condition or different from the ordered item, we will provide a free replacement. 7 days Replacement only In order to help you resolve issues with your All Mobiles (except Apple, Google, Motorola, Infinix, Redmi, MI, Vivo, POCO, Realme, product, we may troubleshoot your product either Samsung phones), through online tools, over the phone, and/or through an in-person technical visit. Electronics - (except Apple / Beats, Google, Realme, Samsung, JBL& Infinity, Epson, HP, Dell, Canon, MI, Dizo Products (Tablets, Laptops, Smart Watches) If a defect is determined within the Returns Window, a replacement of the same model will be All Small Home Appliances (Except Chimney, Water Purifier, Fan, Geyser) provided at no additional cost. If no defect is confirmed or the issue is not diagnosed within 7 Furniture - Hammock Swing & Stool days of delivery, you will be directed to a brand service center to resolve any subsequent issues. In any case, only one replacement shall be provided. 7 Days Service Center Replacement/Repair only Brand assistance for device related issues is subject to brand warranty guidelines and service Mobile - Apple, Google, Motorola, Infinix, Redmi, MI, Vivo, POCO, Realme, Samsung policies. Please reach out to the nearest brand phones authorized service centre for more detail Electronics - Acer, AMKETTE, Apple/Beats, Bose, Brother, Canon, Compaq, CREATIVE, Please note that Flipkart is an online marketplace DELL, DIZO, Epson, Google, GoPro, GOVO, HP, INFINITY, JBL, Lenovo, LG, Lifelong, Mi, and the final decision on replacement of MOTOROLA, Nothing, OnePlus, OPPO, Panasonic, PHILIPS, Realme, REDMI, SAMSUNG, defective device rests with the seller/brand Sansui, Seagate, Sonos, SONY, Thomson, Total, Xiaomi products (Tablets, Laptops, Smart Watches, Headphones, Speakers) For Samsung, in case of DOA approved by brand, share the certificate of approval to the Flipkart Large -Vu, LG, Godrej, Haier, IFB, Hindware, Glen, Faber, AGARO, Voltas, BOSCH, Pureit, customer support team to process your complaint PHILIPS, HAVELLS, Elica, BAJAJ, Kenstar, Eureka Forbes Aquasure from Aquaguard, Aquaguard, LIVPURE, EUREKA FORBES, Crompton, Hindware Snowcrest, Hindware Authorized Service partner Locator for Brands: Calisto, Eurodomo, Symphony, Hindware Atlantic, ONIDA, CANDY, Llyod, Voltas Beko, Click here realme, Daikin, CARRIER, Mi, Midea, Whirlpool, Blue Star, Panasonic, Morphy Richards, iFFALCON, Hisense, TCL, TOSHIBA, Hitachi, Rockwell, KENT For any other issues with the product, you may contact Flipkart - Flipkart's 24×7 Customer Care Furniture, Large appliances (Except Vu, LG, Godrej, Haier, IFB, Hindware, Glen, Faber, 10 days AGARO, Voltas, BOSCH, Vu, LG, Godrej, Haier, IFB, Hindware, Glen, Faber, AGARO, Voltas, Replacement only BOSCH, Pureit, PHILIPS, HAVELLS, Elica, BAJAJ, Kenstar, Eureka Forbes Aquasure from Aquaguard, Aquaguard, LIVPURE, EUREKA FORBES, Crompton, Hindware Snowcrest, For products requiring installation, returns shall Hindware Calisto, Eurodomo, Symphony, Hindware Atlantic, ONIDA, CANDY, Llyod, Voltas be eligible only when such products are installed Beko, realme, Daikin, CARRIER, Mi, Midea, Whirlpool, Blue Star, Panasonic, Morphy by the brand's authorized personnel. Richards, iFFALCON, Hisense, TCL, TOSHIBA, Hitachi, Rockwell, KENT) In order to help you resolve issues with your Rest of Small Home Appliances - Chimney, Water Purifier, Fan, Geyser only product, we may troubleshoot your product either through online tools, over the phone, and/or through an in-person technical visit. If a defect is determined within the Returns

Window, a replacement of the same model will be provided at no additional cost. If no defect is confirmed or the issue is not diagnosed within 10

Explore Plus �	Login	Become a Seller	More
	In any case, on provided.	ly one replacement shall be	
Grocery (Excluding Minutes) - Dairy, Bakery, Fruits and Vegetables	2 Days Refund	Only	
Grocery (Excluding Minutes)- Remaining items under grocery like pulses, atta, edible and more	7 days Refund	only	
No Questions Asked	for customers to product validating fraud prevention. This policy shall was bought who the product. If reapply to the order may only be abounder this Policy provided herein. Exceptions to the covered under through correspendent of the product under the product acceptance of the product value of t	bles easy product return requentions at the time of pick-up and non mechanisms. I be applicable only if the product the policy was applicable to not, the policy provided here shall be to seek a one-time replacemy, subject to the other terms to the policy provided here shall be to seek a one-time replacemy, subject to the other terms to the policy provided here and conding validation processes	uct O nall er
No Returns categories	returnable due For all products shall prevail.	in the above categories are no to their nature or other reasons t, the policy on the product pag ne complete list of non-returna	6. le
Refurbished	may troubleshod online tools, ow in-person techn If a defect is de Window, a repla provided at no confirmed or the days of delivery	olve issues with your product, ot your product either through er the phone, and/or through a	n I be

Part 2 - Returns Pick-Up and Processing In case of returns where you would like item(s) to be picked up from a different address, the address can only be changed if pick-up service is available at the new address During pick-up, your product will be checked for the following conditions:



The field executive will refuse to accept the return if any of the above conditions are not met.

For any products for which a refund is to be given, the refund will be processed once the returned product has been received by the seller.

Part 3 - General Rules for a successful Return

In certain cases where the seller is unable to process a replacement for any reason whatsoever, a refund will be given.

In cases where a product accessory is found missing/damaged/defective, the seller may either process a replacement of the particular accessory or issue an eGV for an amount equivalent to the price of the accessory, at the seller's discretion.

During open box deliveries, while accepting your order, if you received a different or a damaged product, you will be given a refund (on the spot refunds for cash-on-delivery orders). Once you have accepted an open box delivery, no return request will be processed, except for manufacturing defects. In such cases, these category-specific replacement/return general conditions will be applicable. Click here to know more about Open Box Delivery

For products where installation is provided by Flipkart's service partners, do not open the product packaging by yourself. Flipkart authorised personnel shall help in unboxing and installation of the product.

For Furniture, any product-related issues will be checked by authorised service personnel (free of cost) and attempted to be resolved by replacing the faulty/ defective part of the product. Full replacement will be provided only in cases where the service personnel opines that replacing the faulty/defective part will not resolve the issue.'

Flipkart holds the right to restrict the number of returns created per order unit, post the evaluation of the product/order defect is undertaken by Flipkart's authorized representative.

Return Policy - Hyperlocal

Return is a scheme provided by respective sellers directly under this policy in terms of which the option of refund is offered by the respective sellers to you. All products listed under a particular category may not have the same returns policy. For all products, the return policy provided on the product page shall prevail over the general returns policy. Do refer to the respective item's applicable return policy on the product page for any exceptions to this returns policy and the table below

The return policy is divided into three parts; Do read all sections carefully to understand the conditions and cases under which returns will be accepted.

Category, Return Window, and Possible Actions

Category	Returns Window, Actions Possible and Conditions (if any)
Fresh-Fruit, Vegetable, Milk	1 Day Return
Non-prescription medicines (Paracetetamol, Diegene, Limcee etc.)	Refund

Login Become a Seller More Explore Plus 🗘 Fresh: Egg, Fish/Seafood and Meat Refund Fresh: Bread, Cheese, Butter etc. 3 Days Return Grocery - Food & Nutrition: Pulses, Flour, cooking ingredients, Namkeen, etc. Grocery - Personal Care: Shampoo, Lotions, Soap, Face Wash, etc. Refund Grocery - Other: Detergent, Washing Liquid, etc. Books (All books) 7 Days Return Sports Equipment (Racquet, ball, support, etc) Please keep the product intact, with Toys (Remote controlled toys, Learning toys, Stuffed toys etc.) original accessories, user manual and Stationary (Pens, Diary notebooks, Calculators etc.) warranty cards in the original packaging at the time of returning the product. Home Utensils (Cooker, Pan, etc.) 7 Days Return Refund Only All Mobiles (except Apple, Google, Motorola, Infinix, Redmi, MI, Vivo, POCO, Realme, Samsung In order to help you resolve issues with phones). your product, we may troubleshoot your product either through online tools, over Electronics - (except Apple / Beats, Google, Realme, Samsung, JBL & Infinity, Epson, HP, Dell, the phone, and/or through an in-person Canon, MI, Dizo Products (Tablets, Laptops, Smart Watches) technical visit. All Small Home Appliances (Except Chimney, Water Purifier, Fan, Geyser) If no defect is confirmed or the issue is not diagnosed within 7 days of delivery, you will be directed to a brand service center to resolve any subsequent issues. 7 Days Service Center Replacement/Repair only Brand assistance for device related issues is subject to brand warranty guidelines and service policies. Please reach out to the nearest brand authorized service Mobile - Apple, Google, Motorola, Infinix, Redmi, MI, Vivo, POCO, Realme, Samsung phones centre for more detail Electronics - Acer, AMKETTE, Apple/Beats, Bose, Brother, Canon, Compaq, CREATIVE, DELL, Please note that Flipkart is an online DIZO, Epson, Google, GoPro, GOVO, HP, INFINITY, JBL, Lenovo, LG, Lifelong, Mi, MOTOROLA, marketplace and the final decision on Nothing, OnePlus, OPPO, Panasonic, PHILIPS, Realme, REDMI, SAMSUNG, Sansui, Seagate, return/replacement of defective device Sonos, SONY, Thomson, Total, Xiaomi products (Tablets, Laptops, Smart Watches, Headphones, rests with the seller/brand Speakers) For Samsung, in case of DOA approved Large -Vu, LG, Godrej, Haier, IFB, Hindware, Glen, Faber, AGARO, Voltas, BOSCH, Pureit, by brand, share the certificate of approval PHILIPS, HAVELLS, Elica, BAJAJ, Kenstar, Eureka Forbes Aquasure from Aquaguard, Aquaguard, to the Flipkart customer support team to LIVPURE, EUREKA FORBES, Crompton, Hindware Snowcrest, Hindware Calisto, Eurodomo, process your complaint Symphony, Hindware Atlantic, ONIDA, CANDY, Llyod, Voltas Beko, realme, Daikin, CARRIER, Mi, Midea, Whirlpool, Blue Star, Panasonic, Morphy Richards, iFFALCON, Hisense, TCL, TOSHIBA, Authorized Service partner Locator for Hitachi, Rockwell, KENT Brands: Click here For any other issues with the product, you may contact Flipkart - Flipkart's 24×7 **Customer Care**

