

# FASHION HOME

Please read these terms and conditions ("Terms") carefully before accessing or using the Platform (defined hereinafter). These Terms along with the Privacy Policy published on the Platform ("Privacy Policy") and other policies (as may be notified/displayed/published on the Platform) constitutes the contract with the Users of this Platform (collectively "Agreement"). By use of the Platform, Users agree to be bound by these Agreement as posted on the Platform from time to time.

## **1. ABOUT THE TERMS**

### **1.1 What is Fashion Home and who operates it?**

- a. Fashion Home is a Website which provides an online marketplace where we sell products to Users.
- b. Our (owners and developers of website) role is to the manage Website and associated marketing, facilitating payment collections, fulfilment, order management, enquiry management and other incidental services to enable the transactions.

### **1.2 When are these Terms applicable and binding on User?**

- a. The Agreement is applicable to people who visit or access any part of the Platform or utilise the Services, such persons are referred to as users.
- b. The Agreement with User is effective on the date on which the Website is accessed and/or the date on which terms of Agreement are updated, creating a legally binding arrangement between the User and the Company.

### **1.3 Whether the terms of this Agreement can be modified?**

- a. Users can review the most current version of the Agreement at any time on the Website. We reserves the right to unilaterally update, change or replace any part of the Agreement by publishing updates or changes on the Platform and such amended provisions of the Agreement shall be effective immediately upon being posted on the Platform.
- b. It is the responsibility of the Users to check this page periodically for changes. The Users' continued use of or access to the Website following the posting of any changes constitutes acceptance of those changes.

### **1.4 What if the terms of the Agreement are not acceptable to User?**

If the User does not agree with the terms of the Agreement, the User is advised to refrain from using the Platform. By accessing or using the platform, the user irrevocably accepts the Agreement and agrees to abide by the same (as updated from time to time).

## **2. PLACING ORDERS AND FINANCIAL TERMS**

### **2.1 How does order placement work on the Platform?**

- a. The Website allows Users to place orders for the products listed on the Website and the Website, subject to Agreement herein, facilitates the placement of orders for the products by the Users.
- b. On receipt of an order from a User, Website shall send electronically a confirmation of such order to the User concerned. Further, the User will be informed about the availability or unavailability or change in price of the order as informed by Us, from time to time. Confirmation of the order from Fashion Home shall be treated as final.

### **2.2 How are the commercial terms fixed on Website?**

In case of deliveries, the Platform only acts as a service provider for the facilitating delivery or other service related to an order. We does not have any control nor does not determine or advise or in any way involve itself in the offering or acceptance of such commercial/contractual terms with its end user/consumer.

### **2.3 How does payment and settlement of payment work on the Platform?**

- a. We will be providing Cash on Delivery (COD) to all our users as an easy and effective mode of payment.
- b. On return of the products, the refund would be initiated back in the user's bank account or digital payment, as preferred by the user.

### **2.4 Whether Website charges User(s) for Services provided on the Platform?**

We reserve the right to introduce additional chargeable services on the Platform including charges for a premium return service, cancellation charges, cash on delivery handling fees etc.

## **3. USE OF THE PLATFORM**

### **3.1 Can User access and use the Platform at any time or could there be any limitations?**

- a. We endeavour to make the Website available 24X7. However, we do not claim that access to the Website will be uninterrupted, timely, error free, free of viruses or other harmful components or that such defects will be corrected.
- b. Users understand and acknowledge that the use of Website requires internet connectivity and telecommunication links. Users shall bear the costs incurred to access and use the Website and avail Services, and we shall not, under any circumstances whatsoever, be responsible or liable for such costs.
- c. We do not warrant that Website will be compatible with all software which is used by Users.
- d. Website may be under constant upgrades, and some functions and features may not be fully operational. Website is provided on an 'as is' and 'as available' basis. We expressly disclaim all warranties of any kind, whether express or implied with respect to the records and other data that is made available by it to Users.

### **3.2 Whether the use of Platform (a) is restricted in any manner; and (b) requires any generic compliances from User?**

When accessing or using the Platform or availing the Services, the User has to comply and ensure the following:

- I. All registration information submitted by User is truthful, lawful and accurate;
- II. All necessary licenses, consents, permissions and rights are owned by Users and there is no need for any payment or permission or authorization required from any other party or entity to use, distribute or otherwise exploit in all manners permitted by the Agreement, all trademarks, copyrights, patents, trade secrets, privacy and publicity rights and / or other proprietary rights contained in any content that Users submit, post, upload, distribute or otherwise transmit or make available;
- III. User will not use Platform in any way that is unlawful, or harms the Website or any other person or entity;
- IV. User shall not access Platform without authority or use Platform in a manner that damages, interferes or disrupts, any part of Platform or any equipment or any network on which Platform is stored or any equipment of any third party;
- V. User shall not attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Platform by any means. User shall not probe, scan or test the vulnerability of Platform nor breach the security or authentication measures on Platform or any network connected to Platform.
- VI. In order to allow us to use the information supplied by the Users, without violating any rights or any laws, Users 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. Website will only use the

information in accordance with this Agreement, applicable to use of Platform and for provision of Services.

#### **4. ACCURACY AND COMPLETENESS OF INFORMATION ON PLATFORM**

##### **4.1 What is the accuracy and completeness of all information displayed on the Platform?**

- a. Occasionally there may be information on Platform that contains typographical errors, inaccuracies or omissions that may relate to information pertaining to the products, pricing, promotions, offers, shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information if any information on Platform is inaccurate at any time without prior notice.
- b. We take all endeavours to the best of its efforts to keep information on the Platform accurate. However, the material and content on the Platform is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or timely sources of information. Reference to paragraph 5.2 below.

##### **4.2 Is information related to products on Platform provided by the Company?**

Company reserves the right, but has no obligation, to monitor the materials posted on Platform. Company, however, has 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 of these Terms. In no event shall Company assume any responsibility or liability for any content posted or for any claims, damages or losses resulting from use of content and/or appearance of content on Platform

#### **5. USER INFORMATION AND THRID PARTY TOOLS/LINKS**

##### **5.1 What information is collected from the User? How we deal with the information provided by a User while using Platform?**

- a. We collect various types of information, some information is non-personal information and some is personal information.
- b. For a more comprehensive understanding, Users are encouraged to view the Platform's Privacy Policy available on the Platform.

##### **5.2 Does Website use third party links or third party tools on Platform? Are these links and tools accurate and secure?**

Certain content or products available via the Platform may include materials from third-parties. Third-party links on the Website/Platform may direct User to third-party websites that are affiliated.

## **6. INTELLECTUAL PROPERTY (IP) AND IP INFRINGEMENT**

### **6.1 Can User use the content published on Platform such as "Fashion Home" mark when doing business with other parties?**

- a. Users may not use any trademark, service mark or logo of any independent third parties without prior written approval from such parties.
- b. "Fashion Home" and related icons and logos whether registered or unregistered are the trademarks of the Website and are protected under applicable copyright, trademark and other proprietary and intellectual property laws. Users' unauthorized adoption copying, modification, use or publication of these marks is strictly prohibited.
- c. Users must not modify the paper or digital copies of any materials printed or downloaded in any way, and they must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- d. User understands that Platform and software embodied within Platform may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by us or other parties that facilitate the same. User agrees that it will not attempt to override, disable, circumvent or otherwise interfere with any such security components and usage rules embedded in the Platform.

## **7. DISCLAIMER AND LIABILITIES**

### **7.1 What are the standard disclaimers in relation to the Platform and the Services?**

- a. We shall not be liable for: any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation any financial losses, loss of data, replacement costs, or any similar damages, whether based in contract, tort, strict liability or otherwise, arising from the use of Platform, or for any other claim related in any way to the use of the Website, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Platform or any content posted, transmitted, or otherwise made available via the Website/Platform, even if advised of their possibility.

### **7.2 What happens to User order in case of a lockdown or other force majeure event?**

- a. We shall not be liable for any damages whatsoever arising out of force majeure or other similar circumstances, directly or indirectly affecting the Platform. Examples of force majeure events

include without limitation real or potential labour disputes, governmental actions, war or threat of war, sabotage, civil unrest, demonstrations, fire, storm, flooding, explosion, earthquake, epidemic or pandemic, provisions or limitations of materials or resources, inability to obtain the relevant authorization, accident, and defect in electricity or telecommunication network.

- b. Force majeure or other events beyond the our control, hindrance, delay or complication in the maintenance of the Platform entitles us to suspend or limit the Platform until further notice

### **7.3 Under what circumstances may User be liable for any damages to Website?**

- a. User shall indemnify, defend, and hold harmless Company and its subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, from and against any and all losses, liabilities, claims, suits, proceedings, penalties, interests, damages, demands, costs, and expenses (including legal and statutory fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by us that arise out of, result from, or in connection with:
  - a. User's breach of this Agreement;
  - b. The User's violation of any rights of another, including intellectual property rights; and
  - c. The User's violation of any applicable laws.

## **8. COMMUNICATION**

### **8.1 How to contact us in case of any queries regarding this Agreement or grievances relating to Platform?**

All queries, concerns or questions about the Agreement should be sent at our email [fashionhome3103@gmail.com](mailto:fashionhome3103@gmail.com) or on our WhatsApp (+91 8470994950). You can also reach us on our Facebook page (Fashion Home) and Instagram handle ([fashionhome908](https://www.instagram.com/fashionhome908)).

### **8.2 How will we contact User?**

- a. All notices or demands to or upon a User(s) shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or email to the last-known correspondence, fax or email address provided by User(s) on the Platform, or by posting such notice or demand on an area of the Platform that is publicly accessible.
- b. Notice to a User(s) shall be deemed to be received by such User(s) if and either when sent to User at the address, email or other communication details provided by such User at the time of

registration, whether in physical or electronic form, has been sent to such User(s), or immediately upon publishing of such notice on an area of the Platform that is publicly accessible.

## **9. MISCELLANEOUS PROVISIONS APPLICABLE TO AGREEMENT**

We reserve the right to introduce and initiate new features, functionalities and components to Platform and/or change, alter, modify, suspend, discontinue or remove the existing ones without any prior notice to you. Further, we are entitled to discontinue (either permanently or temporarily) one or more of the Services provided or terminate the Platform or charge for Service which were early free of cost, without any prior notice to User.