

## MYNTRA: TERMS OF USE

Welcome to Myntra. This document is an electronic record in terms of Information Technology Act, 2000 and published in accordance with the provisions of Rule 3 ) 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 Myntra marketplace platform - [www.myntra.com](http://www.myntra.com) (hereinafter referred to as "Platform")

Your use of the Myntra and services and tools are governed by the following terms and conditions ("**Terms of Use**") as applicable to the Myntra including the applicable policies which are incorporated herein by way of reference. By mere use of the Myntra, You shall be contracting with Myntra Designs Private Limited, the owner of the Platform. These terms and conditions including the policies constitute Your binding obligations, with Myntra.

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 Platform by providing data while registering on the Platform as Registered User. The term "**Myntra**", "**We**", "**Us**", "**Our**" shall mean Myntra Designs Private Limited and its affiliates.

When You use any of the services provided by Us through the Platform, including but not limited to, (e.g. Product Reviews, Seller Reviews), You will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they shall be deemed to be incorporated into this Terms of Use and shall be considered as part and parcel of this Terms of Use. We reserve the right, at Our sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time without any prior written notice to You. You shall ensure to review these Terms of Use periodically for updates/changes. Your continued use of the Platform following the posting of changes will mean that You accept and agree to the revisions. As long as You comply with these Terms of Use, We grant You a personal, non-exclusive, non-transferable, limited privilege to enter and use the Platform. By impliedly or expressly accepting these Terms of Use, You also accept and agree to be bound by Myntra Policies including but not limited to Privacy Policy as amended from time to time.

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### 1. User Account, Password, and Security:

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, We shall have the right to indefinitely suspend or terminate or block access of your membership on the Platform.

You agree to

immediately notify Myntra of any unauthorized use / breach of your password or account and

ensure that you exit from your account at the end of each session.

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### 2. Services Offered:

Myntra provides a number of Internet-based services through the Platform. One such Service enables Users to purchase original merchandise such as clothing, footwear and accessories from various fashion and lifestyle brands (collectively, "Products"). The Products can be purchased through the Platform through various methods of payments offered. The sale/purchase of Products shall be additionally governed by specific policies of sale, like cancellation policy, exchange policy, return policy, etc. (which are found on the FAQ tab on the Platform and all of which are incorporated here by reference). In addition, these Terms of Use may be further supplemented by Product specific conditions, which may be displayed with that Product.

Myntra does not warrant that Product description or other content on the Platform is accurate, complete, reliable, current, or error-free and assumes no liability in this regard.

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### 3. Platform for Transaction and Communication:

The Users utilize to meet and interact with one another for their transactions on the Platform. Myntra is not and cannot be a party to or control in any manner any transaction between the Myntra'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. Myntra 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.

Myntra 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.

Myntra is not responsible for any non-performance or breach of any contract entered into between Buyers and Sellers. Myntra cannot and does not guarantee that the concerned Buyers and/or Sellers will perform any transaction concluded on the Platform.

At no time shall Myntra hold any right, title or interest over the products nor shall Myntra have any obligations or liabilities in respect of such contract entered into between Buyers and Sellers.

The Myntra is only a platform that can be utilized by Users to reach a larger base to buy and sell products or services. Myntra 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 Myntra hold any any right, title or interest over the products nor shall Myntra have any obligations or liabilities in respect of such contract. Myntra 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.

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 Myntra 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 Myntra and specifically waive any claims that you may have in this behalf under any applicable law. Notwithstanding its reasonable efforts in that behalf, Myntra cannot take responsibility or control the information provided by other Users which is made available on the Platform.

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#### 4. User Conduct and Rules on the Platform:

You agree, undertake and confirm that Your use of the 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:

- belongs to another person and to which You do not have any right to
- is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, 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
- is misleading in any way
- involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming"
- promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous
- 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
- contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page)
- provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses
- contains video, photographs, or images of another person (with a minor or an adult).
- 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
- interferes with another USER's use and enjoyment of the Platform or any other individual's User and enjoyment of similar services
- 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
- violates any law for the time being in force
- 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
- shall not be false, inaccurate or misleading
- 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

A User may be considered fraudulent or loss to business due to fraudulent activity if any of the following scenarios are met:

- Users doesn't reply to the payment verification mail sent by Myntra
- Users fails to produce adequate documents during the payment details verification
- Misuse of another Users's phone/email
- Users uses invalid address, email and phone no.
- Overuse of a voucher code
- Use of a special voucher not tagged to the email ID used.
- Users returns the wrong product
- Users refuses to pay for an order
- Users involved in the snatch and run of any order
- Miscellaneous activities conducted with the sole intention to cause loss to business/revenue to Myntra
- User with a very high return rate
- Repeated request for monetary compensation for fake/used order

Myntra may cancel any order that classify as 'Bulk Orders'/'Fraud orders' under certain criteria at any stage of the product delivery. An order can be classified as 'Bulk Order'/'Fraud Order' if it meets with the below mentioned criteria, and any additional criteria as defined by Myntra:

- Products ordered are not for self-consumption but for commercial resale
- Multiple orders placed for same product at the same address, depending on the product category.
- Bulk quantity of the same product ordered
- Invalid address given in order details
- Any malpractice used to place the order
- Any promotional voucher used for placing the 'Bulk Order' may not be refunded
- Any order paced using a technological glitch/loophole.

You shall not use the Platform for any unlawful and fraudulent purposes, which may cause annoyance and inconvenience and abuses any policy and rules of the company and interrupt or causes to interrupt, damages the use by other Users of Myntra.

You shall not use any false e-mail address, impersonates any person or entity, or otherwise misleads Myntra by sharing multiple address and phone numbers or transacting with malafide intentions.

We on certain landing page even allow our Users to experience free exchange of ideas and observations regarding interest in the field of fashion, including 'viewing user generated content' and/or 'videos' and 'posting comments'. By accessing, viewing and/or posting any user generated content to any specific dedicated page on the Platform, you accept and consent to the practices described in these 'Terms of Service' and 'Privacy Policies', as well as any other terms of prescribed by the Myntra on the Platform. You agree and undertake that when accessing, viewing and/or posting any user generated content on these pages You will not imitate, abuse, harass, any Customer/User or violate and exploit, any of these 'Terms of Service' of the Platform.

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 may not pretend that You are, or that You represent, someone else, or impersonate any other individual or entity

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

[Men](#)[Women](#)[Kids](#)[Home & Living](#)[Bag](#) 0

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.

The Content posted does not necessarily reflect Myntra views. In no event shall Myntra assume or have 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 the Platform. You hereby represent and warrant that You have all necessary rights in and to all Content which You provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libellous, tortious, or otherwise unlawful information.

Myntra hereby disclaims any guarantees of exactness as to the finish, appearance, size, color etc., of the final Product as ordered by the User. Myntra Return & Exchange Policy offers you the option to return or exchange items purchased on Myntra within the return/exchange period (Please read the Product Detail Page to see the number of days upto which a product can be returned/exchanged, post-delivery). In case of return of the purchased item, please refer to the "Return Policy" on our Myntra.

## 5. Contents Posted on Platform:

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music and artwork (collectively, "Content"), is a third party user generated content and Myntra has no control over such third party user generated content as Myntra is merely an intermediary for the purposes of this Terms of Use. Such Content will become Our property and You grant Us the worldwide, perpetual and transferable rights in such Content. We shall be entitled to, consistent with Our Privacy Policy as adopted in accordance with applicable law, use the Content or any of its elements for any type of use forever, including but not limited to promotional and advertising purposes and in any media whether now known or hereafter devised, including the creation of derivative works that may include the Content You provide.

You may use information on the products and services purposely made available on the Platform for downloading, provided that You

do not remove any proprietary notice language in all copies of such documents,

use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media,

make no modifications to any such information, and

do not make any additional representations or warranties relating to such documents.

## 6. 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 and Rules there under. We may share personal information with our other corporate entities and affiliates.

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. We have developed this Privacy Policy to protect Your personal/financial information and keep it confidential. By visiting Our Myntra, you are accepting and consenting to the practices described in this Privacy Policies. The following Privacy Policy and Cookie Policy outlines the information we may process and how we may use that information to better serve you while using our Myntra.

**Correspondence Information.** Following are the various Correspondence Information which You provide when You access/register for Our Service includes:

- Children under the age of 18: Use of 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 minors, 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 shall not register as a User of the Platform and shall not transact on or use the Platform. As a minor if you wish to use or transact on Myntra, such use or transaction may be made by your legal guardian or parents on the Platform.

- Personal Information: name, gender, age, images, contact/ postal address, telephone, email id, nationality and content.
- Financial Information: credit/ debit card details including card number and expiry date in encrypted form, details for net banking services and Wallet services. Please be advised that Myntra ensures the highest degree of data security, while encrypting as per the guidelines specified by [Payment Cards Industry Data Security Standard \(PCI DSS\)](#).
- Payment and Account Information: Your account history with us including (without limitation) all billing information and communications, payment history etc. We maintain this in encrypted form on secure servers. However, your transactions details may be preserved by Myntra for purposes of tax or regulatory compliance.
- Transactional Information: Order ID, transactional history (other than banking details) about your e-commerce activities on our Myntra.
- User IDs: Your usernames, passwords, email addresses, contacts, account including third-party accounts and other security-related information used by you in relation to our Services.
- Stored Information: Data either created by you or by a third party and which you wish to store on our servers such as image files, documents etc.
- Shared Information: What types of information are not allowed on Platform?
- Nudity or other sexually suggestive content
- Hate speech, credible threats or direct attacks on an individual or group
- Content that contains self-harm or excessive violence
- Fake or impostor profiles
- Spam

**Technical and functional management of the Platform.** When you use our Platform, we also process technical data such as your IP-address, Device ID, Device Contacts, Device Accounts including third-party accounts or MAC-address, and information about the manufacturer, model, and operating system of your mobile device. We use this data to enable us to deliver the functionalities of the Platform, resolve technical difficulties, and provide you with the correct (prevent the transmission of spam, viruses and/or unlawful, defamatory, obscene or otherwise undesirable material or content) and most up to date version of the Platform.

**Operational Use.** We may use your information for suggesting products and promotional offers and schemes. You may update your profiling information at any time on the Platform. You acknowledge and agree such update is for Your interests and for improving personalization and service efficiency of the Platform.

- **Note: You acknowledge that, we will only disclose your information in an aggregated form which is not capable of being used or interpreted in such a manner as to identify you.**

**Applicable law and procedure.** We collect and store your Correspondence Information to: (a) comply with our obligations under law and (b) monitor your use of our Services in order to ensure your compliance with our Terms of Service.

- **Note: However, as effective as encryption technology is, no security system is impenetrable. We cannot guarantee the security of our database, nor can we guarantee that information you supply won't be intercepted while being transmitted to us over the Internet. Any transmission of information by you to our Platform is at your own risk. We recommend that you do not disclose your password to anyone.**

**Cookie Policy.** A cookie is a small text file that we place on your mobile device to enable various features of Myntra. "Cookies" are used to store user preferences and to track user trends, so as to enhance your interactive experience and generally improve our Services to you. You can change your cookie settings to accept or not accept cookies in your browser settings. If you do accept a "cookie", you thereby agree to our use of any Personal Information collected by us using that Cookie. If you do accept a "cookie", you thereby agree to our use of any Personal Information collected by us using that Cookie. Whenever Myntra uses a third party to host and serve content, we may arrange for a common identifier to be shared between the third party and Myntra in order to enable accurate measurement of traffic and usage. This includes but is not limited to the use of AMP Client IDs in Google Analytics for Accelerated Mobile Pages served by Google on Myntra's behalf.

**Third Party.** At times We may tie-up with third parties, brand owners or other partners and make available certain offers, events or special schemes. In such instances, Your personal information may be shared with such third parties and/or may become available to them or be disclosed to them, such third parties may have their own applicable privacy rules and We shall not be liable for the use or misuse of Your information by such third parties.

- **We only collect your Personal Information to conduct our business and to enable us to deliver and improve our services. We do not for any reason whatsoever sell your Correspondence Information to any third party or otherwise trade on it.**

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## 7. Disclaimer of Warranties and Liability:

All the materials and products (including but not limited to software) and services, included on or otherwise made available to You through Platform 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, Myntra does not warrant that: Platform will be constantly available, or available at all or The information on Platform is complete, true, accurate or non-misleading.

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 and/or SMS notifications, in case of any order or shipment or delivery related updates. We will not use your personal information to initiate any promotional phone calls or SMS.

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## 8. Selling:

As a registered seller, you are allowed to list item(s) for sale on the Platform in accordance with the Policies which are incorporated by way of reference in this Terms of Use. You must be legally able to sell the item(s) you list for sale on the Platform. You must ensure that the listed items do not infringe upon the intellectual property, trade secret or other proprietary rights or rights of publicity or privacy rights of third parties. Listings may only include text descriptions, graphics and pictures that describe your item for sale. All listed items must be listed in an appropriate category on the Platform. All listed items must be kept in stock for successful fulfilment of sales. The listing description of the item must not be misleading and must describe actual condition of the product. If the item description does not match the actual condition of the item, you agree to refund any amounts that you may have received from the Buyer. You agree not to list a single product in multiple quantities across various categories on the Platform. Myntra reserves the right to delete such multiple listings of the same product listed by you in various categories.

We may provide you alteration services (limited to alteration of length, alteration of the waist size) for the garments purchased by You from Us. This service shall be free of cost and no amount would be collected from You for such alteration. However, a nominal fee as mentioned by Myntra at the time of creating the alteration request (inclusive of service tax) would be applicable as convenience charge towards pick up and drop of the garments or towards tailor visit (wherever applicable).

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## 9. E-Platform for Communication:

You agree, understand and acknowledge that Myntra is an online platform that enables you to purchase products listed on the Platform at the price indicated therein at any time. You further agree and acknowledge that Myntra is only a facilitator and is not and cannot be a party to or control in any manner any transactions on Myntra.

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## 10. Indemnity:

You shall indemnify and hold harmless Myntra, 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.

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## 11. Trademark, Copyright and Restriction:

Platform is controlled and operated by Myntra and products are sold by respective Sellers. All material on Platform, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights. Material on Myntra 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 Myntra 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. It is expressly clarified that You will retain ownership and shall solely be responsible for any content that You provide or upload when using any Service, including any text, data, information, images, photographs, music, sound, video or any other material which you may upload, transmit or store when making use of Our various Service. However, We reserve the right to use/reproduce any content uploaded by You and You agree to grant royalty free, irrevocably, unconditionally, perpetually and worldwide right to Us to use the content for reasonable business purpose.

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## 12. Limitation of Liability:

In no event shall Myntra be liable for any indirect, punitive, incidental, special, consequential damages or any other damages resulting from:

the use or the inability to use the Services or Products

unauthorized access to or alteration of the user's transmissions or data

breach of condition, representations or warranties by the manufacturer of the Products

any other matter relating to the services including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Platform or Service. Myntra shall not be held responsible for non-availability of the Myntra during periodic maintenance operations or any unplanned suspension of access to the Myntra. The User understands and agrees that any material and/or data downloaded at Myntra is done entirely at Users own discretion and risk and they will be solely responsible for any damage to their mobile or loss of data that results from the download of such material and/or data. To the maximum extent that is permissible under law, Myntra's liability shall be limited to an amount equal to the Products purchased value bought by You. Myntra shall not be liable for any dispute or disagreement between Users

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### 13. Termination:

Myntra may suspend or terminate your use of the Myntra or any Service if it believes, in its sole and absolute discretion that you have infringed, breached, violated, abused, or unethically manipulated or exploited any term of these Terms of Service or anyway otherwise acted unethically. Notwithstanding anything in this clause, these Terms of Service will survive indefinitely unless and until Myntra chooses to terminate them.

If You or Myntra terminates your use of the Platform or any Service, Myntra may delete any content or other materials relating to your use of the Service and Myntra will have no liability to you or any third party for doing so. However, your transactions details may be preserved by Myntra for purposes of tax or regulatory compliance.

Myntra may unilaterally terminate Your account on any event as mentioned in the Terms Of Use. Any credits earned through loyalty or referral program, Myntra credit and pending refunds if any will be forfeited in such case. Returns/Refund for such Users shall be at the sole discretion of Myntra.

If You use any false e-mail address or use the portal for any unlawful and fraudulent purposes, which may cause annoyance and inconvenience and abuses any policy and rules of the company or mislead Myntra by sharing multiple address and phone numbers or transacting with malafide intentions then Myntra reserves the right to refuse access to the portal, terminate accounts including any linked accounts without notice to you.

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### 14. Jurisdictional Issues/Sale in India Only:

Unless otherwise specified, the material on the Platform is presented solely for the purpose of sale in India. Myntra 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 Platform from other locations/Countries other than India do so on their own initiative and Myntra 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.

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### 15. Governing Law:

These terms shall be governed by and constructed in accordance with the laws of India without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of courts, tribunals, fora, applicable authorities at Bangalore. The place of jurisdiction shall be exclusively in Bangalore.

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### 16. Contacting the Seller:

At Myntra, we are committed towards ensuring that disputes between Sellers and Buyers are settled amicably by way of the above dispute resolution mechanisms and procedures. However, in the event that You wish to contact Myntra about the seller, You may proceed to do so by clicking on the seller name on the product listing pages. Alternatively, You may also reach out to customer support at +91-80-61561999 or access help center at <https://www.myntra.com/contactus>

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### 17. Disclaimer:

You acknowledge and undertake that you are accessing the services on the Platform and transacting at your own risk and are using your best and prudent judgment before entering into any transactions through Myntra. We shall neither be liable nor responsible for any actions or inactions of sellers nor any breach of conditions, representations or warranties by the sellers or manufacturers of the products and hereby expressly disclaim and any all responsibility and liability in that regard. We shall not mediate or resolve any dispute or disagreement between You and the sellers or manufacturers of the products. We further expressly disclaim any warranties or representations (express or implied) in respect of quality, suitability, accuracy, reliability, completeness, timeliness, performance, safety, merchantability, fitness for a particular purpose, or legality of the products listed or displayed or transacted or the content (including product or pricing information and/or specifications) on Platform. While we have taken precautions to avoid inaccuracies in content, this website, all content, information (including the price of products), software, products, services and related graphics are provided as is, without warranty of any kind. At no time shall any right, title or interest in the products sold through or displayed on Platform vest with Myntra nor shall Myntra have any obligations or liabilities in respect of any transactions on Platform.

Delivery Related - User agrees and acknowledges that any claims regarding order delivery (including non-receipt/ non- delivery of order or signature verification) shall be notified to Myntra within 5 days from the alleged date of delivery of product reflecting on the Myntra portal. Non notification by You of non-receipt or non-delivery within the time period specified shall be construed as a deemed delivery in respect of that transaction. Myntra disclaims any liability or responsibility for claims regarding non-delivery, non-

receipt of order (including signature verification in Proof of delivery) after 5 days from the alleged date of delivery of product reflecting on the Myntra portal.

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## 18. Myntra Shopping Groups (MSG) for Flipkart Big Billion Days Sale:

Myntra Shopping Groups will be activated at 23:59 hours from 15th Sept till 23:59 24th Sept. This construct is a part of an initiative that was started during End Of Reason Sale. MSG will be accessible on all platforms (M-Web, desktop, and App). However creation of the groups will only be possible on the Myntra App during the valid time period.

You can start creating your MSG or add new members to your group from 15th Sept. Your group will remain active till 24th Sept 2017, 23:59 PM. Groups need to be active to be eligible for MSG rewards. MSG group is only activated when it has a minimum of 3 members. It can have a maximum of 20 members.

One person can only be a part of 1 MSG. In-case he wishes to join another group, he will have to exit the current group he is a part of.

Once you agree to participate in MSG, Myntra has the right to retain the groups for promotional purposes in future. Myntra reserves the right to change/modify/add/delete any of the terms and conditions of MSG.

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## 19. Coupon for check-in From 15th Sept to 19th Sept 2017:

Upon the MSG being active, each member of the group will be awarded a special BBD coupon for tapping on the 'Check-in button' placed inside the group's page, between 15th Sept to 19th Sept, 6PM. Coupon amount will increase by Rs. 50 with each member who taps on the 'Check-in button'. The coupon amount under this Offer shall expire at 23:59 on 24th September, 2017. The final amount will be notified to the users on 20th Sept, 3 AM.

1. The online Offer is open and valid for all the registered MSG's, permanently residing in India, and above the age of 18 years as on the start date of the sale.
2. The Offer is subject to changes, at the absolute discretion of the participating seller/s.
3. The Offer will only applicable to the selected styles in the linked catalogue.
4. Any coupons issued by Myntra and/or on behalf of the participating seller/s or obtained otherwise will be disabled during this Offer.
5. You shall ensure that the mobile number(s), e-mail address and/or other details provided by You to Myntra are true, accurate and in use, at the time of the online retail transaction. Any liability, consequence or claim arising on account of any incorrect or outdated information provided by the end customer to, same shall solely be borne by the affected end customer. Myntra shall not be liable to verify the accuracy and/or correctness of the information so provided by such customer.
6. Customers are advised to check the serviceability with the area pin code before placing any order on the Platform.
7. Extra VAT may apply in addition to the unit sale price on certain products, but the final inclusive price will not exceed the 'M.R.P.'
8. The images of the products shown are for visual representation only and may vary from the actual product.
9. Customers are responsible for maintaining the confidentiality of their mobile phones, e-mail accounts and passwords.
10. The prices of the product may vary during and after the Offer is over. Thereby Myntra shall not be held liable for such difference in the price of the product as they are offered by the participating seller/s.
11. Product warranty shall be regulated by the terms and conditions mentioned on the warranty card of respective products and Myntra shall not be liable or responsible to the customer in for any indirect or consequential loss or damage.
12. This Offer cannot be combined with any other online offer on Myntra sponsored and/or offered by the participating seller/s.
13. The balance amount, after the discount has been availed, will have to be paid by the customer at the time of purchase.
14. This Offer is applicable on Cash on delivery or Card on Delivery feature is not valid. This Offer shall not be settled with cash in lieu by Myntra or the seller.
15. Myntra Return & Exchange Policy offers you the option to return or exchange items purchased on Myntra Mobile App within the specified return/exchange period (Please read the Product Detail Page to see the number of days upto which a product can be returned/exchanged, post-delivery). In case of return of the purchased item, please refer to the 'Return Policy' on our website or write to [Contact Us](#).
16. Orders may be split into separate shipments depending upon the products ordered for, despite the customer having made one single consolidated payment against one order ID. Separate shipments, after being split, shall have separate expected delivery period.
17. By participating in this Offer, all eligible customer agree to be bound by these 'Terms and Conditions', the 'Terms of Use', 'Privacy Policy' and other relevant documentation that are available on Myntra including any modifications, alterations or updates that may be made either by Myntra or the participating seller/s. Myntra shall not be liable or responsible to the customer in for any indirect or consequential loss or damage.



18. Participating seller/s and/or Myntra reserves the right to amend, modify, cancel, update or withdraw this Offer at any time without notice. Upon such premature suspension, inconvenience, cessation, withdrawal, termination or closure of the Offer, no person shall be entitled to claim loss of any kind whatsoever.
19. Myntra reserves the right, in its sole discretion, to disqualify any customer that tampers or attempts to tamper with the deals/ offers or violates these 'Terms and Conditions' or acts in a disruptive manner.
20. If Myntra has suspicion or knowledge, that any customer has been involved in any fraudulent or illegal activity directly or indirectly and/or is using the platform to order products not for his/her direct usage during or after the Offer, then Myntra reserves the right to disqualify that customer and any related customer.
21. Myntra shall not be responsible if some purchase is not registered or is lost due to any network problems such as breakdown of machinery, unclear/ disruption in the network or non-receipt of payment from banks/payment gateways and/or the cost(s) charged by the network operator(s). Any dispute in connection to the same shall be settled between the end customer and the network operator without involving Myntra.
22. Myntra shall not be liable for any loss or damage due to Act of God, Governmental actions, force majeure circumstances, or any other reason beyond its control, and shall not be liable to pay any monetary compensation or otherwise for the same.
23. You hereby agree to indemnify and keep Myntra harmless against all damages, liabilities, costs, expenses, claims, suits and proceedings (including reasonable attorney's fee) that may be suffered by Myntra as a consequence of (i) violation of terms of this Policy by You (ii) violation of applicable laws (iii) any action or inaction resulting in willful misconduct or negligence on Your part.
24. Myntra does not hereby warrant that the Myntra call center will run concurrently and error free during and/or after the 'Offer and Myntra shall not be directly liable for issues related to technical and/or human error whatsoever. However, Myntra shall work towards the best interest of the customer.
25. This Offer is subject to the laws of India and all disputes arising hereunder shall be subject to the jurisdiction of courts, tribunals or any other applicable forum at Bengaluru.
26. The minimum shopping value shall be calculated on the net amount received by Myntra after deducting, returns, cancellation, refunds and other deductions.[ML7]
27. These coupons are for the sole purpose of the participants' use from his registered Email ID and not for the purpose of further re-sale, promotion or distribution. Myntra reserves the right to revoke the discount benefits at its discretion if such fraudulent activities are suspected

## ONLINE SHOPPING

Men  
Women  
Kids  
Home & Living  
Gift Cards **New**

## USEFUL LINKS

Contact Us  
FAQ  
T&C  
Terms Of Use  
Track Orders  
Shipping  
Cancellation  
Returns  
Whitehat  
Blog

## EXPERIENCE MYNTRA APP ON MOBILE

(OR)  
In case of any concerns contact us on  
**+91-80-61561999**

100% ORIGINAL guarantee  
for all products

Free returns for 30 Days after  
receiving your order

Free delivery for all orders  
above Rs. 1199

## POPULAR SEARCHES

Nike | Puma | Adidas | Fila | Lee | United Colors Of Benetton | Wrangler | Fastrack | Woodland | Yepme | Levis | Tommy Hilfiger | Peter-England  
| Fabindia | Nike Shoes | Tops | Shirts | Jackets | Myntra Coupons | Kurtis | Shoes | Tunics | Dresses | Watches | Saree | Kurtas | Bags | T-Shirts  
| Designer Saree | Sunglasses | Jeans | Trousers | Adidas Shoes | Casual Shoes | Sports Shoes | Fastrack Watches | Ethnic Wear | Woodland-Shoes  
| Mobile App | Puma Shoes | Accessories | Anarkali Suit | Running Shoes | Reebok | Formal Wear | Cat | Jewellery

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