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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 measures and procedures in accordance with Information Technology Act 2000 and Rules there under. Our current Privacy Policy is available at Privacy. Our current Privacy Policy is available at Privacy. If you object to Your Information being transferred or used in this way please do not use Platform. If you object to Your Information being transferred or used in this way please do not use Platform.

We may share personal information with our other corporate entities and affiliates. These entities and affiliates may market to you as a result of such sharing unless you explicitly opt-out.

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.

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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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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. We will not use your personal information to initiate any promotional phone calls or SMS.

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 our 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. Shop.com reserves the right to delete such multiple listings of the same product listed by you in various categories.

Services

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 present 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.

Before shipping / delivering your order to you, Seller may request you to provide supporting documents (including but not limited to Govt. issued ID and address proof) to establish the

ownership of the payment instrument used by you for your purchase. This is done in the interest of providing a safe online shopping environment to Our Users.

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 shop.com 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 shop.com's Platform.

You have specifically authorized shop.com 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 shop.com is on a principal to principal basis and by accepting these Terms of Use you agree that shop.com is an independent contractor for all purposes, and does not have control of or liability for the products or services that are listed on shop.com's Platform that are paid for by using the Payment Facility. Shop.com 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 shop.com 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 shop.com Platform using the existing authorized banking infrastructure and Credit Card payment gateway networks. Further, by providing Payment Facility, shop.com 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 shop.com 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.

Refund shall be conditional and shall be with recourse available to shop.com 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.

shop.com reserves the right to impose limits on the number of Transactions or Transaction Price which shop.com 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.

Shop.com 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 shop.com or breach/violation of any law or any charges imposed by Issuing Bank or breach of any policy.

Shop.com may do such checks as it deems fit before approving the receipt of/Buyers commitment to pay (for Cash on Delivery transactions) Transaction Price from the Buyer for security or other reasons at the discretion of shop.com. As a result of such check if shop.com is not satisfied with the creditability of the Buyer or genuineness of the Transaction or other reasons at its sole discretion, shop.com 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 shop.com.

Shop.com may delay notifying the payment confirmation i.e. informing Seller to Dispatch, if shop.com deems suspicious or for Buyers conducting high transaction volumes to ensure safety of the Transaction and Transaction Price. In addition, shop.com may hold Transaction Price and shop.com 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 shop.com 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 shop.com.

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 once 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 shop.com 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 to 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.

shop.com's Replacement Guarantee*

shop.com's Replacement Guarantee seeks to assist Buyers who have been defrauded by qualified sellers on the Platform. The return policy period (shop.com'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;
- c. Any consumable item which has been used/installed;
- d. Products with tampered or missing serial/UPC numbers;
- e. Digital products/services (Flyte music downloads)
- 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. Jewellery 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' jewellery, 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 shop.com 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, shop.com 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 shop.com will not be allowed to return their products.

Shop.com 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, shop.com 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 indemnify and keep indemnifying shop.com.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 shop.com.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, shop.com.com, Seller or the Manufacturer shall not be responsible for the same and I will not approach shop.com.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 indemnify and keep indemnifying the shop.com.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 shop.com.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 shop.com, 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: Music

Music (MP3 format): Only certain short listed Seller (at the sole discretion of shop.com) shall be entitled to sell Music (MP3 format) on the Platform. You may be able to purchase DRM-free digital music in MP3 file format on the Platform from the respective Sellers. Such MP3 music files shall be provided to you as per selection provided by Seller, subject to certain limitations as described by the Seller. You shall be granted specified download rights of DRM-free MP3 music files from the catalogue of MP3 music displayed on the Platform. The MP3 music may include full-length MP3

audio tracks at best available bit rate and certain other premium features, as may be provided on the Platform by respective Sellers from time to time.

Territory: Currently you can purchase downloadable digital MP3 music only through the Platform and Flyte Music Application as may be made available from time to time on the Platform, only within the territory of India.

Rights Granted: Music download right is a non-exclusive, non-transferable right to use for your personal, non-commercial, entertainment use, subject to and in accordance with the Terms of Use. You may copy, store, transfer and burn the MP3 music file only for your personal, non-commercial, entertainment use, subject to and in accordance with the Terms of Use. You represent, warrant and agree that you will use the MP3 music file only for your personal, non-commercial, entertainment use and not for any redistribution of the same or other use restricted in this Section. You agree not to infringe the rights of the copyright owners and to comply with all applicable laws in your use of the MP3 music file. You agree that you will not redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, license or otherwise transfer or use MP3 music file. You are not granted any synchronization, public performance, promotional use, commercial sale, resale, and reproduction or distribution rights for MP3 music file. You acknowledge that the MP3 music file embodies the intellectual property of a third party and is protected by law.

Explicit Consent: You agree that we shall have no liability to You for MP3 music file downloaded by you on the Platform if you find the same to be offensive, indecent or objectionable and expressions through the audio files are not subscribed by us.

Cash on Delivery as a mode of payment is not available for purchasing MP3 music on the Platform currently.

All Sales Final; Downloading and Risk of Loss; Availability of MP3 music files: All sales of MP3 music files are final. Returns of MP3 music files are not permissible on Platform. Once you have purchased MP3 music files, shop.com encourages you to download it promptly. If you are unable to complete a download, please contact customer service within 6 hours of the payment.

Further shop.com assumes no liability if your media player does not support the file format made available by the Seller on the Platform or your browser does not support the music download application / software available by the Seller on the Platform, by whatever name called.

You bear all risk of loss after purchase and for any loss of MP3 music files you have downloaded, including any loss due to a computer or hard drive crash.

Seller may, from time to time, at its sole discretion, remove MP3 music files from the Service without notice.

Intellectual Property Rights: It is hereby specifically recorded that the copyright and other Intellectual Property in the music available on the Platform is the sole and exclusive property of third parties. Seller represents and warrants that Sellers are authorized by such third parties to upload the music 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 rights, displaying rights, distribution rights, selling rights, abridged rights, translating rights, reproducing rights, performing rights, communicating rights, adapting rights, circulating rights, protected rights, joint rights, reciprocating rights, infringement rights. All those Intellectual Property rights arising as a result of domain names, internet or any other right available under applicable law shall vest in the domain of shop.com as the 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 our control or control of its licensors, as the case may be.

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