# **IFAB Auction Website Terms & Conditions**

## Terms & Conditions

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern IFAB's relationship with you in relation to this website.

The term 'IFAB' or 'us' or 'we' refers to the owner of the website whose registered office is "INTERNATIONAL FLOWER AUCTION BANGALORE LIMITED, #24, Bellary Road, Hebbal, Bengaluru-560024, website - http://www.ifabindia.org/home.html. The term 'you' refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which
  we shall not be liable. It shall be your own responsibility to ensure that any products, services
  or information available through this website meet your specific requirements.
- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trademarks reproduced in this website which are not the property of, or licensed to, the operator are acknowledged on the website.
- Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offence.
- From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- You may not create a link to this website from another website or document without IFAB's prior written consent.
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of India or other regulatory authority.

"We as a merchant shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on Account of the Cardholder having exceeded the pre-set limit mutually agreed by us with our acquiring bank from time to time"

### Website Privacy

This privacy policy sets out how IFAB uses and protects any information that you give IFAB when you use this website.

IFAB is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, and then you can be assured that it will only be used in accordance with this privacy statement.

IFAB may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes. This policy is effective from 25<sup>th</sup> January 2018.

We do not collect any new information for this website. Whatever login id and password is provided to you for your bidding terminal, will hold good here as well.

What we do with the information we gather

We require information for the following reasons:

- To Create Buyer Login ID and Password
- To send confirmation and other transaction messages by email and sms.
- We may periodically send emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided.
- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail. We may use the information to customise the website according to your interests.

## Security

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

#### How we use cookies

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyses web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyses data about webpage traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

#### Links to other websites

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

### Controlling your personal information

You may choose to restrict the collection or use of your personal information in the following ways:

- whenever you are asked to fill in a form on the website, look for the box that you can click to
  indicate that you do not want the information to be used by anybody for direct marketing
  purposes
- We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so.

You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee will be payable. If you would like a copy of the information held on you please write to INTERNATIONAL FLOWER AUCTION BANGALORE LIMITED, #24, Bellary Road, Hebbal, Bengaluru-560024.

If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible, at the above address. We will promptly correct any information found to be incorrect.

#### Contacting Us

If there are any questions regarding this privacy policy you may contact us using the information below:

INTERNATIONAL FLOWER AUCTION BANGALORE LIMITED, #24, Bellary Road, Hebbal, Bengaluru-560024

Email:

<u>ifablimited@gmail.com</u> <u>info@ifabindia.org</u>

Phone:

+91-80-23413125 +91-80-23518477

#### Website Disclaimer

The information contained in this website is for general information purposes only. The information is provided by IFAB and while we endeavor to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services,

or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arise out of, or in connection with, the use of this website.

Through this website you are able to link to other websites which are not under the control of IFAB. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

Every effort is made to keep the website up and running smoothly. However, IFAB takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

# Cancellation and Refund Policy

IFAB believes in helping its buyers as far as possible, and has therefore a cancellation policy. Under this policy:

Cancellations will be considered only if the request is made within the same day as the flower auction. However, the cancellation request will not be entertained if the orders have been communicated to the vendors/merchants and they have initiated the process of shipping them.

There is no cancellation of orders placed under the Same Day Delivery category.

No cancellations are entertained for those products that IFAB has obtained on special occasions like Pongal, Diwali, and Valentine's Day etc. These are limited occasion offers and therefore cancellations are not possible.

IFAB does not accept cancellation requests for perishable items like flowers, eatables etc. However, refund/replacement can be made if the customer establishes that the quality of product delivered is not good.

In case of receipt of flowers not matching to the quality as mentioned during the auction, please report the same through our quality complaint process given on the website. The request will, however, be entertained once the grower (supplier) has verified from his end and confirmed it. The amount to be refunded will be provided in the complaint ticket and can be adjusted against new purchases or refunded if specifically asked for by a communication to IFAB.

# Shipping & Delivery Policy (Flowers)

IFAB does shipping of flowers only for domestic customers. As of now, the site supports online payment only and all sales are local. All the buyers collect the flowers directly from IFAB cold store. The flowers must be collected same days as of auction by close of office. IFAB will not be responsible for any damage or loss resulting out of delay in picking the flowers from the cold storage.

#### **BO** Clause

We as auction center shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on Account of the Cardholder having exceeded the preset limit mutually agreed by us with our acquiring bank from time to time.