**Terms & Conditions**

**Terms of Use**

Last updated on December 15, 2015

These standard terms of use ("terms of use") is an electronic record in the form of an electronic contract formed under the Information Technology Act, 2000 (‘Act”) and rules made thereunder and the amended provisions pertaining to electronic documents / records in various statutes as amended by the Act. These terms of use does not require any physical, electronic or digital signature.

These terms of use is between Placard Digital Solutions Private Limited, the company which owns the brand “StylFlip” (hereinafter referred to as “Company” or "StylFlip" or "we" or "us" or "our") and the guest users or registered users of the Mobile App (hereinafter referred to as "you" or "your" or "yourself" or "user") describe the terms on which StylFlip offers you access to the Mobile App and such other services as are incidental and ancillary thereto ("services").

These terms of use is a legally binding document between the user and StylFlip (both terms defined below). These terms of use will be effective upon your acceptance of the same (directly or indirectly in electronic form or by means of an electronic record) and will govern the relationship between the user and StylFlip for the use of the Mobile App(defined below).

This document is published and shall be construed in accordance with the provisions of rule 3 (1) of the information technology (intermediaries guidelines) rules, 2011 under information technology act, 2000 that require publishing the rules and regulations, privacy policy and user agreement for access or usage of the Mobile App.

Please read these terms of use carefully before using or registering on the Mobile App or accessing any material, information or services through the Mobile App. If you do not agree with these terms of use, please do not use the Mobile App.

These terms of use together with the privacy policy available at http://www.StylFlip.com/page/terms, the terms of sale available at http://www.StylFlip.com/info/termsofsale, the other policies of the Mobile App available at www.StylFlip.com under "policy info" section or elsewhere on the Mobile App, the seller agreement available at sellers.StylFlip.com (applicable if you are a seller of the products on the Mobile App) and any other terms which may apply to specific services ("additional service terms") together with all other notices, disclaimers, guidelines appearing on the Mobile App from time to time (collectively referred to as "agreement(s)") constitute the entire agreement upon which you are allowed to access and use the Mobile App and avail the services.

If you are accessing the StylFlip mobile application or accessing the services through the StylFlip mobile application, then while these terms of use will apply to such use, there may be additional terms (such as the terms imposed by mobile application stores like Apple's iTunes, Android's play store, Microsoft's Windows store from time to time) which will govern the use of the mobile application. These additional terms to the extent applicable are hereby deemed to be incorporated in these terms of use by way of reference.**1.**

The terms of use are subject to revision by the Company at any time and hence the users are requested to carefully read these terms of use from time to time before using the Mobile App. The revised terms of use shall be made available on the Mobile App. you are requested to regularly visit the Mobile App to view the most current terms of use. In the event such a facility is provided on the Mobile App, you can determine when StylFlip last modified any part of the agreement by referring to the "last updated" legend provided in that document. It shall be your responsibility to check these terms of use periodically for changes. StylFlip may require you to provide your direct or indirect consent to any update in a specified manner before further use of the Mobile App and the services. if no such separate consent is sought, your continued use of the Mobile App and/or services, following such changes, will constitute your acceptance of those changes.

**User Eligibility**

The services are available only to, and may only be used by, individuals who are 18 years and older 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 minor, insolvents etc. are not eligible to use the site. You represent and warrant that you are at least 18 years old and that all registration information you submit is accurate and truthful. The Company may, in its sole discretion, refuse to offer access to or use of the Mobile App to any person or entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Mobile App is revoked in such jurisdictions. Individuals under the age of 18 must at all times use the services only in conjunction with and under the supervision of a parent or legal guardian who is at least 18 years of age. In this all cases, the adult is the user and is responsible for any and all activities.

StylFlip reserves the right to refuse access to use the services offered at the Mobile App to new users or to terminate access granted to existing users at any time without according any reasons for doing so.

**StylFlip as a Platform**

The Company is incorporated under the laws of India, with its registered office at PLOT -13, FLAT -2, GR, WING -5, VERSOVA VIEW, ANDHERI (WEST), MUMBAI – 400053, Maharashtra, India and having CIN U74140MH2015PTC269812.

The Mobile App is an electronic platform in the form of an electronic marketplace and an intermediary that (a) provides a platform for users (who are sellers) to advertise, exhibit, make available and offer to sell various products to other users (who are buyers /customers), and (b) a platform for such other users to accept the offer of sale of the products made by the sellers on the Mobile App and to make payments to the sellers for purchase of the products, and (c) services to facilitate the engagement of buyers and sellers on the Mobile App, and (d) such other services as are incidental and ancillary thereto.

**User Account, password and security**

You may access and use the Mobile App and the services either as a registered user or as a guest user. However, not all sections of the Mobile App and services will be accessible to guest users.

**Registered Users:** StylFlip makes certain sections of the services available to you through the Mobile App only if you have provided StylFlip certain required user information and created an account and a StylFlip id through certain log-in id and password ("account"). You can create your account on the Mobile App through logging in by your third party Mobile Appuser id and password of any other social media Mobile App or any other internet service as permitted on the Mobile App (StylFlip id and/or other third party login identification as provided above are individually and collectively referred to the "account information").

In the event you register as a user by creating an account in order to avail of the services provided by the Mobile App, you will be responsible for maintaining the confidentiality and security of the account information, and are fully responsible for all activities that occur under your account. You agree to (a) immediately notify StylFlip of any unauthorized use of your account information or any other breach of security, and (b) ensure that you exit from your account at the end of each session. StylFlip cannot and will not be liable for any loss or damage arising from your failure to comply with this section. You may be held liable for losses incurred by StylFlip or any other user of or visitor to the Mobile App due to authorized or unauthorized use of your account as a result of your failure in keeping your account information secure and confidential.

You shall ensure that the account information provided by you in the Mobile App's registration form is complete, accurate and up-to-date. Use of another user's account information for availing the services is expressly prohibited.

You shall not have more than one active account on the Mobile App. Additionally, you are prohibited from selling, trading, or otherwise transferring your account to another person.

If you provide any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or StylFlip has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, StylFlip has the right to suspend or terminate your account and refuse any and all current or future use of the Mobile App/ services (or any portion thereof).

**Guest Users**: The Mobile App also allows limited access to the services for unregistered users (also called as guest users'). such users will be able to browse the Mobile Appand use the services for the purpose of purchasing goods, and placing orders. however, you will not be provided with access to certain benefits reserved only for the purpose of registered users. these benefits may change from time to time.

Depending upon whether you are a seller or a buyer or another user who otherwise wish to use the Mobile App, and the nature of services you wish to avail from the Mobile App, you may be required to provide certain personal information and StylFlip may collect certain personal information. your provision of, and StylFlip's collection, storage, use, disclosure and otherwise dealing of such personal information shall be governed by StylFlip's privacy policy, which is available at http://www.StylFlip.com/page/terms ("privacy policy").

**5.**

**Payments**

Presently, StylFlip does not levy any fee for browsing the Mobile App. StylFlip may charge users certain fees for the use of the Mobile App and services as a whole, or certain features of the Mobile App/ services. You agree to pay any such fees, as may be applicable to the services that you use. StylFlip will try to ensure that you are made aware of the applicability of any fees for a particular use of the Mobile App/ services, as well as the amount of fees payable by you for any such use of the Mobile App/ service. you agree that StylFlip may, at any time, charge, modify or waive fees required to use the Mobile App. your continued use of the Mobile App/ services after such change in the fees will be considered to be your acceptance of such changes, and the applicability of these terms of use to such changes.

You agree to provide correct and accurate financial information, such as credit/debit card details to the approved payment gateway or pre-paid payment instrument account details for availing services on the Mobile App. you shall not use the credit/debit card or pre-paid payment instrument which is not lawfully owned by you, i.e. in any transaction, you must use your own credit/debit card or pre-paid instrument account. the information provided by you will not be utilized or shared with any third party unless required in relation to fraud verifications or by law, regulation or court order or in accordance with the terms of the privacy policy. you will be solely responsible for the security and confidentiality of your credit/debit card details or pre-paid instrument account. StylFlip expressly disclaims all liabilities that may arise as a consequence of any unauthorized use of your credit/ debit card or pre-paid instrument account.

StylFlip may have existing arrangements with its banks, regarding limits on the amounts you can pay (if you are a buyer) or receive (if you are a seller) in the course of a single transaction. StylFlip will work towards ensuring that you are made aware of such limits if they may be applicable to you. However, StylFlip 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 you/cardholder having exceeded the preset limit mutually agreed by StylFlip with its bank from time to time.

StylFlip may from time to time contract with third party payment service providers including banks to open nodal bank account under applicable Indian laws, to facilitate the payment between users i.e. buyers and sellers and for collection of StylFlip's fees and other charges. These third party payment service providers may include third party banking or credit card payment gateways, payment aggregators, pre-paid instruments, cash on delivery or demand draft / pay order on delivery service providers, mobile payment service providers or through any facility as may be authorized by the reserve bank of India for collection, refund and remittance, as the case may be of payment or supporting the same in any manner. StylFlip shall initiate the remittance of the payments made by your for your purchase orders on the Mobile App after the products are delivered to you and the date of completion of transaction shall be after the products are delivered to you and such other additional time as may be agreed between StylFlip and sellers.

**6.**

**User obligations**

Subject to compliance with the agreement(s), StylFlip grants you a non-exclusive, non-sub-licensable, non-transferable, revocable, and limited right to access and use this Mobile App and the services provided therein.

You agree to use the services, Mobile App and the content (as defined herein) provided therein only for purposes that are permitted by: (a) the agreement(s) (including these terms of use); and (b) any applicable law.

You agree to adhere to all limitations on dissemination, use and reproduction of any materials that your access on the Mobile App.

You agree not to access (or attempt to access) the Mobile App or services by any means other than through the interfaces that are provided by StylFlip. You shall not use any deep-link, 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 Mobile App or content (as defined below), or in any way reproduce or circumvent the navigational structure or presentation of the Mobile App, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Mobile App.

The Mobile App may allow you to post certain content, data or information of your own such as allowing you to rate products, seller, post your comments, and reviews in relation to products on specific pages of the Mobile App, as well as submit any suggestions, comments, questions or other information to StylFlip using the Mobile App/ services (collectively referred to "user content"). You, being the originator of the user content, are responsible for the user content that you upload, post, publish, transmit or otherwise make available on the Mobile App. you represent that you have obtained all relevant consents and approvals in order to post any user content. You further represent that all such user content will be in accordance with applicable law. You acknowledge that StylFlip does not endorse any user content on the Mobile App and is not responsible or liable for any user content. StylFlip reserve the right to disable access to the user content on the Mobile App.

You hereby grant StylFlip a perpetual, non-revocable, worldwide, royalty-free and sub-licensable right and license to use, copy, distribute, display, publish, transmit, make available, reproduce, modify, adapt the user content and create derivate works of the user content. You represent and warrant that you own or otherwise control all of the rights to the user content that you post or that you otherwise provide on or through the Mobile App; and that, as at the date that the user content is posted or submitted on the Mobile App: (i) the user content is accurate; (ii) use of the user content you supply does not breach these terms of use; and (iii) that such user content is lawful.

You agree, understand and acknowledge that the Mobile App is an electronic platform in the form of an electronic marketplace and an intermediary that provides an electronic venue where various users may electronically meet and interact with each other to engage in commerce and transact. You further agree and acknowledge that StylFlip is only a facilitator and is not and cannot be a party to or control in any manner any advertisement, exhibition, making available, offer to sell or transactions of sale or purchase of products on the Mobile App. StylFlip is not the seller of the products. accordingly, any contract for the sale / purchase of products on the Mobile App is a bipartite contract between you and the sellers (if you are a buyer) or you and the buyer (if you are a seller). StylFlip neither recommends you to buy or sell any products on the Mobile App nor does StylFlip endorses any such products and nor does StylFlip provides any guarantee, warranties or assurance with respect to the advertisement, exhibition, making available, offer to sell or transactions of sale or purchase of products on the Mobile App. further, StylFlip does not guarantee, warranty or provide any assurance on the behaviour of any user of the Mobile App including any guarantee, warranty or assurance that any user (whether buyer or seller) will complete any transaction or act in a prudent manner.

**Use of the Mobile App/App**

When you use the Mobile App and/or the services you specifically undertake not to host, display, upload, modify, publish, transmit, update or share any information or content that:

* belongs to another person and to which the user does not have any right to;
* is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnical objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever;
* harms minors in any way;
* impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
* threatens the unity, integrity, defense, 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 of any other nation;
* infringes any patent, trademark, copyright or other proprietary rights;
* contain software viruses or any other computer code, files or programs designed to interrupt destroy or limit the functionality of any computer resource;
* deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
* engage in any activity that interferes with or disrupts access to the Mobile App or the services (or the servers and networks which are connected to the Mobile App);
* attempt to gain unauthorized access to any portion or feature of the Mobile App, any other systems or networks connected to the Mobile App, to any StylFlip server, or to any of the services offered on or through the Mobile App, by hacking, password mining or any other illegitimate means;
* probe, scan or test the vulnerability of the Mobile App or any network connected to the Mobile App, nor breach the security or authentication measures on the Mobile App or any network connected to the Mobile App. you may not reverse look-up, trace or seek to trace any information on any other user, of or visitor to, the Mobile App, or any other customer of StylFlip, including any StylFlip account not owned by you, to its source, or exploit the Mobile App or service or information made available or offered by or through the Mobile App, in any way whether or not the purpose is to reveal any information, including but not limited to personal identification information, other than your own information, as provided for by the Mobile App;
* disrupt or interfere with the security of, or otherwise cause harm to, the Mobile App, systems resources, accounts, passwords, servers or networks connected to or accessible through the Mobile Apps or any affiliated or linked sites;
* use the Mobile App or content for any purpose that is unlawful or prohibited by the agreement, or to solicit the performance of any illegal activity or other activity which infringes the rights of StylFlip or other third parties;
* falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
* violate any code of conduct or other guidelines, which may be applicable for or to any particular service;
* violate any applicable laws or regulations for the time being in force within or outside india;
* violate the terms of the agreement.

You agree that you are solely responsible to StylFlip and to any third party for any breach of your obligations under these terms of use or other agreements and for the consequences (including any loss or damage which StylFlip or its affiliates or its vendors may suffer) for any such breach.

StylFlip does not pre-screen user content. StylFlip has no obligation to monitor any user content. However, StylFlip at its discretion and/or in accordance with applicable law may monitor any user content and may remove any user content from the Mobile App if StylFlip determines in its sole discretion that such user content is in violation of these terms of use or any applicable law. Where StylFlip removes any user content from the Mobile App, StylFlip will make reasonable efforts to inform the user who had posted such user content. Such actions do not in manner negate or dilute StylFlip's position as an intermediary or impose any liability on StylFlip with respect to user content.

There may be certain orders that StylFlip is unable to process or pass on buyer's order to the seller and must cancel. Some situations that may result in StylFlip's inability to process or pass on buyer's order to the seller include, without limitation, non- availability of the Mobile App service, force majeure, credit limitations or suspected fraud.

In certain cases, where buyer requires certain services in relation to a product, such as warranty, after-sales or installation services, buyer shall directly contact seller or the manufacturer. However, in the event, buyer contacts StylFlip for the same, StylFlip may inform the seller to provide or facilitate the provision of such services to the buyer. StylFlip is not and shall not be obliged to provide any such additional services. StylFlip's role in relation to facilitating such services shall be limited to facilitating communication between buyer and the seller for the purpose of provision of such additional services.

**Termination**

The agreement will continue to apply until terminated by either you or StylFlip as set forth below. If you want to terminate your agreement with StylFlip, you may do so by (i) not accessing the Mobile App; or (ii) closing your account for all of the services that you use, where StylFlip has made this option available to you.

You agree that StylFlip may, in its sole discretion and without prior notice, terminate your access to the Mobile App and block your future access to the Mobile App if StylFlip determines that you have violated the terms of these terms of use or any other agreement(s). You also agree that any violation by you of the agreement(s) will cause irreparable harm to StylFlip, for which monetary damages may be inadequate, and you consent to StylFlip obtaining any injunctive or equitable relief that StylFlip deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies StylFlip may have at law or in equity.

In addition to the above, StylFlip may, at any time, with or without notice, terminate these terms of use (or portion thereof, such as any individual additional terms) with you if:

* StylFlip is required to do so by law (for example, where the provision of the services to you is, or becomes, unlawful), or upon request by any law enforcement or other government agencies;
* the provision of the services to you by StylFlip is, in StylFlip's opinion, no longer commercially viable;
* StylFlip has elected to discontinue, with or without reason, access to the Mobile App, the services (or any part thereof); or
* in the event StylFlip faces any unexpected technical issues or problems that prevent the Mobile App and / or services from working.

You agree that all terminations shall be made in StylFlip's sole discretion and that StylFlip shall not be liable to you or any third party for any termination of your account (and accompanying deletion of your account information), or your access to the Mobile App and services.

**.**

**Intellectual property rights**

The Mobile App and the processes, and their selection and arrangement, including but not limited to all text, graphics, user interfaces, visual interfaces, sounds and music (if any), artwork and computer code (collectively, the "content") on the Mobile App is owned and controlled by StylFlip or its licensors and the design, structure, selection, coordination, expression, look and feel and arrangement of such content is protected by copyright, patent and trademark laws, and various other intellectual property rights. through your use of the Mobile App, by no means are any rights impliedly or expressly granted to you in respect of such content. StylFlip reserves the right to change or modify the content from time to time at its sole discretion.

The trademarks, logos and service marks displayed on the Mobile App ("marks") are the property of StylFlip or their vendors/seller or respective third parties. You are not permitted to use the marks without the prior consent of StylFlip, the vendor/seller or the third party that may own the marks.

Unless otherwise indicated or anything contained to the contrary or any proprietary material owned by a third party and so expressly mentioned, StylFlip owns all intellectual property rights to and into the trademark "StylFlip", and the Mobile App, including, without limitation, any and all rights, title and interest in and to copyright, related rights, patents, utility models, designs, know-how, trade secrets and inventions (patent pending), goodwill, source code, meta tags, databases, text, content, graphics, icons, and hyperlinks.

You acknowledge and agree that you shall not copy, republish, post, display, translate, transmit, reproduce or distribute any content through any medium without obtaining the necessary authorization from StylFlip or thirty party owner of such content.

**10.**

**Disclaimer of warranties**

The Mobile App, services, content, user content and any third party content are provided by StylFlip on an "as is" basis without warranty of any kind, express, implied, statutory or otherwise, including the implied warranties of title, non-infringement, merchantability or fitness for a particular purpose. without limiting the foregoing, StylFlip makes no warranty that (i) the Mobile App or the services will meet your requirements or your use of the Mobile App or the services will be uninterrupted, timely, secure or error-free; (ii) the results that may be obtained from the use of the Mobile App or services will be effective, accurate or reliable; (iii) the quality of the Mobile App or services will meet your expectations; or that (iv) any errors or defects in the Mobile App or services will be corrected. No advice or information, whether oral or written, obtained by you from StylFlip or through the Mobile App/ content or from use of the services shall create any warranty not expressly stated in these terms of use.

StylFlip has endeavored to ensure that all the information on the Mobile App is correct, but StylFlip neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data, information, product or service.

**1**

**1.**

**Indemnity**

You agree to indemnify, defend and hold harmless StylFlip, its subsidiaries, affiliates, vendors, agents and their respective directors, officers, employees, contractors and agents (herein after individually and collectively referred to as "indemnified parties") from and against any and all losses, liabilities, claims, suits, proceedings, penalties, interests, damages, demands, costs and expenses (including legal and other statutory fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by the indemnified parties that arise out of, result from, or in connection with (i) your breach of the agreement(s); or (ii) any claims made by any third party due to, or arising out of, or in connection with, your use of the Mobile App; or (iii) any claim that any third party content / content, information or materials provided by you caused damage to a third party; or (iv) your violation of any rights of another, including any intellectual property rights.

StylFlip may notify you of any claims which you shall be liable to indemnify StylFlip against. you will then be required to consult with StylFlip regarding the course of action to be undertaken in defending such a claim. further, you shall not compromise or settle any claim or admit any liability or wrongdoing on the part of StylFlip without the express prior written consent of StylFlip which can be withheld or denied or conditioned by StylFlip in its sole discretion.

**Limitation of liability**

In no event shall StylFlip, its subsidiaries or affiliates and their respective officers, directors, employees, partners or suppliers be liable to you for any special, incidental, indirect, consequential, exemplary or punitive damages whatsoever, including those resulting from loss of use, data or profits, whether or not foreseeable or whether or not StylFlip has been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out of or in connection with your use of or access to the Mobile App, services or content.

**.**

**Governing law and jurisdiction**

These terms of use and all transactions entered into on or through the Mobile App and the relationship between you and StylFlip shall be governed in accordance with the laws of India

You agree that all claims, differences and disputes arising under or in connection with or in relation hereto the Mobile App, these terms of use, the agreement(s) or any transactions entered into on or through the Mobile App or the relationship between you and StylFlip shall be subject to the exclusive jurisdiction of the courts at Mumbai, India and you hereby accede to and accept the jurisdiction of such courts. Each party hereby irrevocably waives any objection which such party may now or hereafter have to the laying of improper venue or forum non convenient. Each party agrees that a judgment in any such action or proceeding may be enforced in other jurisdictions by suit on the judgment or in any manner provided by law. Any and all service of process and any other notice in any such suit, action or proceeding with respect to this agreement shall be effective against a party if given as provided herein.

**1516.**

**Miscellaneous Provisions**

**Notice:** all notices with respect to these terms of use from StylFlip will be served to you by email or by general notification on the Mobile App. any notice provided to StylFlip pursuant to these terms of use should be sent to ­­\_\_\_\_\_\_\_.

**Assignment:** you cannot assign or otherwise transfer the agreements, or any rights granted hereunder or any obligations, to any third party and any such assignment or transfer or purported assignment or transfer shall be void ab initio. StylFlip's rights and/or obligations under the agreement are freely assignable or otherwise transferable by StylFlip to any third parties without the requirement of seeking your prior consent. StylFlip may inform you of such assignment or transfer in accordance with the notice requirements under the agreement. StylFlip shall have right to transfer your account and account information to a third party who purchases StylFlip's business as conducted under the Mobile App.

**Severability:** if, for any reason, a court of competent jurisdiction finds any provision of the agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the agreement shall continue in full force and effect. StylFlip may amend in a reasonable manner such provision to make it enforceable and such amendment will be given effect in accordance with the amendment terms of these terms of use.

**Waiver:** any failure or delay by a party to enforce or exercise any provision of the agreement, or any related right, shall not constitute a waiver by such party of that provision or right. The exercise of one or more of a party's rights hereunder shall not be a waiver of, or preclude the exercise of, any rights or remedies available to such party under these terms of use or in law or at equity. Any waiver by a party shall only be made in writing and executed by a duly authorized officer of such party.

**Principal to Principal relationship:** You and StylFlip are independent contractors, and nothing in these terms of use will be construed to create a partnership, joint venture, association of persons, agency (disclosed or undisclosed), franchise, sales representative, or employment relationship between you and StylFlip. As an abundant caution, it is clarified that StylFlip shall not have any right to conclude any contract for sale or purchase of products for and / or on your behalf and both you and StylFlip have entered this agreement on principal to principal basis.

**Force majeure:** if performance of any service or obligation under these terms of use or other agreement by StylFlip is, or other third parties in fulfillment of any purchase or sale transaction (for eg: logistics service provider, fulfillment center, payment gateways etc.) are, prevented, restricted, delayed or interfered with by reason of labor disputes, strikes, acts of god, floods, lightning, severe weather, shortages of materials, rationing, utility or communication failures, earthquakes, war, revolution, acts of terrorism, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any government or any judicial authority or representative of any such government, or any other act whatsoever, whether similar or dissimilar to those referred to in this clause, which are beyond the reasonable control of StylFlip or its third parties performing such services as sub-contractor to StylFlip and could not have been prevented by reasonable precautions (each, a "force majeure event"), then StylFlip shall be excused from such performance to the extent of and during the period of such force majeure event. StylFlip shall exercise all reasonable commercial efforts to continue to perform its obligations hereunder.

**Grievance Officer:** in compliance with information technology act, 2000 and the rules made thereunder, the grievance officer of StylFlip for the purpose of this agreement shall be­­­­­\_\_\_\_\_ with email address: ­­­­\_\_\_\_\_\_@StylFlip.com. StylFlip may change the aforesaid details from time to time under intimation to you.

clear

**17.**

Copyright © Placard Digital Solutions Private Limited

All rights reserved.

TERMS OF SALE

Last updated on December 15 2015

These standard terms of sale ("terms of sale ") is an electronic record in the form of an electronic contract formed under the Information Technology Act, 2000 and rules made thereunder and the amended provisions pertaining to electronic documents / records in various statutes as amended by the Information Technology Act, 2000. These terms of sale does not require any physical, electronic or digital signature.

In these terms of sale, a User (whether guest user or registered user) who purchase various Products (as defined below) from the Seller on the mobile application under the name and style "StylFlip" (“Mobile App”) is referred to as "Buyer" and the Seller is referred to as an individual or any legal entity who list, advertise, exhibit, offers to sell, make available, market, sale and deliver any Products through the Mobile App to the Buyer (referred to as "Seller"). These terms of sale describe, inter alia, the terms of offer for sale/sale, acceptance of offer for sale by Buyer and the purchase of goods and services ("Products") through the Mobile App from the Seller. These terms of sale also contains certain statements and disclaimers made by Placard Digital Solutions Private Limited, the Company which owns the brand “StylFlip” ("StylFlip") which shall be binding on Buyer and Seller, as the case may be. Sometimes both Buyer and Seller are collectively referred to as "You" with its grammatical variations and cognate expressions.

These terms of sale is a legally binding document between the buyer and Seller where the Seller has made the offer to sell the Products by listing the same on the Mobile App and buyer has accepted such offer of the Seller by agreeing to buy the Product so offered on the Mobile App. These terms of sale will be effective and binding on the Seller upon Seller's advertising, exhibiting and creating a listing of the Product on the Mobile App, and shall be effective and binding on the buyer upon buyer agreeing to purchase the Products so listed by the Seller.

Please read these terms of sale carefully before listing any Product or before purchasing any Products. These terms of sale are in addition to various agreements, terms, privacy policy, terms of use and all other policies of the Mobile App. The Seller may include additional or conflicting terms and conditions of sale in the Product listing or Product description as made available on the Mobile App ('additional terms of sale'). If there is any conflict between these terms of sale and the additional terms of sale, the additional terms of sale shall take precedence to the extent of such conflict and in relation to that sale. If a Seller does not agree with these terms of sale, please do not list of make any offer for sale of any Products on the Mobile App and if a buyer does not agree to these terms of sale and additional terms of sale, please do not buy or attempt to buy any Product listed on the Mobile App.

These terms of sale are subject to revision at any time and hence both Buyers and Sellers are requested to carefully read these terms of sale from time to time before listing any Product or before making any purchase of the Products. The revised terms of sale shall be made available on the Mobile App. If such a facility is provided, You may determine when these terms of sale were last modified by referring to the "Last Updated" legend provided above. You are requested to regularly visit the Mobile App to view the most current terms of sale. It shall be Your responsibility to check these terms of sale periodically for changes and Buyer should also check Additional terms of sale of the Seller on the Product listing. You may be asked to provide Your specific consent to any updates in a specified manner before any further use of the Mobile App and related services. If no separate consent is sought, Your continued use of the Mobile App following such changes and modifications to the Mobile App or these terms of sale will constitute Your acceptance of such changes or modifications.

**2.**

**Product(s)**

All offer of sale of Products are governed by the description and specifications of the Product, terms of warranties provided by the respective Seller in addition to these terms of sale. In the event a Seller is providing any warranty, details of such warranty will be specified on the relevant Product webpage on the Mobile App or on the label printed on the Product package. Such warranties are provided by the Sellers and will be fulfilled by the Seller.

The availability of the Product under the offer to sell is subject to change without notice prior to the purchase of the Product by the Buyer. However, there may be circumstances where the Product may not be available to be delivered to the Buyer after the purchase transaction. In such an event, Seller may cancel or instruct StylFlip to cancel such purchase transaction without any recourse to Buyer and without any liability to the Seller or to StylFlip. If Buyer's order is so cancelled, after the payment has been processed, the said amount will be reversed / remitted to the Buyer either to the bank account provided by the Buyer for such reversal, or to the payment instrument of the Buyer from which payment was made, or to any pre-paid payment instrument account of the Buyer. StylFlip shall have the sole discretion to determine the mode of reversal from the above options.

**Seller representation & warranty**

With respect to the sale of Product by Seller to the Buyer, the Seller hereby represents and warrants to the Buyer that:

The Seller has the right to sell the Products to the Buyer on or through the Mobile App;

The Buyer shall be entitled to the possession of the Products;

Products shall be free from any charge or encumbrance in favor of third party;

The Buyer shall be entitled to all the warranties and other collaterals applicable to the Product or as generally made available by the manufacturer or Seller of the Product;

Product shall meet the description and specifications as provided on the Mobile App.

**Product Offer & its Acceptance**

The Seller hereby makes an offer to sell the Products listed by Seller on the Mobile App and the Buyer upon agreeing to purchase the Products so listed by the Seller hereby accepts such offer to sell by the Seller. Accordingly, the contract for sale of the Product is be a bipartite contract between Buyer and the Seller. StylFlip is not a third party beneficiary under such bipartite contract. The Buyer understands and agrees that the offer for sale of the Product by the Seller is not an absolute or an un-conditional offer. Such offer to sale by the Seller is subject to repudiation by the Seller at any time before the delivery of the Product to the Buyer and without any obligation to assign or provide any reason for such repudiation and without any consent from the Buyer and without any liability or any obligation towards the Buyer. The Seller and Buyer understand and agree that StylFlip has the right to cancel any sale transaction, listing or acceptance (i) for any reason in accordance with the Seller Agreement, these terms of sale, Mobile App Terms of Use, Privacy Policy or under any contract or policy between StylFlip on one hand and the Seller or the Buyer on the other hand, or (ii) under an order or instruction from any statutory, quasi-judicial or judicial authority.

**3.**

**Pricing Information**

The Selling Price of the Product is subject to change without notice prior to the purchase of the Product by the Buyer. The Selling Price is provided on the Mobile App on 'as is' basis as provided by the Seller. Due to technical reasons there may be errors in Selling Price which may be corrected by the Seller at any time and any acceptance of offer of sale by the Buyer of the Products subject to such faulty Selling Price shall, subject to discretion of the Seller, not be a valid acceptance and such transaction can be avoided by the Seller. All prices are inclusive of taxes unless stated otherwise.

**4.**

**Delivery**

There are various delivery models for delivery of purchased Product to the Buyer, as decided by StylFlip. The risk of any damage, loss or deterioration of the Products during the course or delivery or during transit shall be on the Seller and not on StylFlip. The Seller represent and warrant that the Products being delivered are not faulty and are exactly those Products which are listed and advertised by Seller on the Mobile App and purchased by the Buyer and meet all descriptions and specifications as provided on the Mobile App.

Buyer's shipping address, pin code will be verified with the database of Mobile App before a Buyer proceeds to pay for Buyer's purchase. Please note that there is no guaranteed dispatch time and any information about the dispatch time is estimate only and should not be relied upon as such. Therefore, time is not the essence of the bi-partite contract between the Buyer and the Seller for purchase and sale of Product on or through the Mobile App. However, the Product shall not be delivered to the Buyer unless the Buyer makes the payment of the purchase of Product.

Buyer shall be bound to take delivery of the Products purchased by the Buyer that are said to be in a deliverable state. Where Buyer neglects or refuses to accept the delivery of the Products ordered by the Buyer, the Buyer may be liable to StylFlip for any loss of any fee or charges that StylFlip and its third parties shall have earned from the Seller if such delivery or transaction should have been completed. Buyer acknowledges that such damages or loss to StylFlip and its third parties are not consequential or indirect.

The title in the Products and other rights and interest in the Products shall directly pass on to the Buyer from Seller upon delivery of such Product and upon full payment of price of the Product. Upon delivery, the Buyer is deemed to have accepted the Products. The risk of loss shall pass on to the Buyer upon delivery of the Products.

**5.**

**Return Policy**

The return policy for refund or replacement will the processed in accordance with the policy available at http://www­­­­\_\_\_\_\_\_\_\_\_\_. Both the Buyer and Seller agree to this policy. However, in the event of false, frivolous or baseless complaints regarding the delivery or quality of the Products, the Buyer will not be eligible for refund or replacement.

Before accepting delivery of any Product, the Buyer shall reasonably ensure that the Product's packaging is not damaged or tampered. The return process of a Product may be subject to additional terms depending on the nature and category of the Product. Any such additional terms may be specified on the Mobile App or be intimated by the Seller at the time of purchase of the Product.

In the event the return of a Product is duly accepted by StylFlip, the value of such Product, as originally paid by Buyer during acceptance of Product, will either be refunded to Buyer either to the bank account provided by the Buyer for such refund, or to the payment instrument of the Buyer from which payment was made, or to any pre-paid payment instrument account of the Buyer. StylFlip shall have the sole discretion to determine the mode of reversal from the above options.

Buyer agrees that if the returned Product is not accepted then StylFlip shall have the right liquidate or sell those Products and give all the valid title, rights and interests including warranties and other collaterals and benefits associated with those Products (as the Buyer would have received from the Seller) to any third party to whom those Products are sold.

**Cancellations**

The return policy for cancellations will the processed in accordance with the policy available at http://www­­­­\_\_\_\_\_\_\_\_\_\_. There may be certain orders that the Seller is unable to accept and has the right to cancel either by the Seller directly or Seller can instruct StylFlip to cancel such order. The Seller reserves the right, at its sole discretion, to refuse or cancel any order for any reason whatsoever. Some situations that may result in Buyer's order being cancelled include, without limitation, non-availability of the Product or quantities ordered by Buyer or inaccuracies or errors in pricing information. The Seller may also require additional verifications or information before processing any order. All such cancellation shall be without any recourse to Buyer and without any liability to the Seller or to StylFlip. If Buyer's order is so cancelled, after the payment has been processed, the said amount will be reversed / remitted to the Buyer either to the bank account provided by the Buyer for such reversal, or to the payment instrument of the Buyer from which payment was made, or to any pre-paid payment instrument account of the Buyer. StylFlip shall have the sole discretion to determine the mode of reversal from the above options. In the event a promotional code given by StylFlipis used for the purchase of the Product, the amount under such promotional code shall not be refunded in case of cancellation of order. The above is the sole remedy of the Buyer and the sole liability of the Seller and sole responsibility of StylFlip for any cancellation of the purchase order by the Seller or otherwise other than by the Buyer.

In case of requests for order cancellations, the Seller reserves the right to accept or reject requests for order cancellations for any reason whatsoever. As part of usual business practice, if Seller receives a cancellation notice and the order has not been processed, Seller may cancel the order and refund the entire amount to Buyer within a reasonable period of time. The Seller will not be able to cancel orders that have already been processed by the Seller. Buyer agrees not to dispute the decision made by Seller and accept Seller's decision regarding the cancellation.

**7.**

**Governing Law**

These terms of sale shall be governed in accordance with the laws of India & shall be subject to the exclusive jurisdiction of the courts of Mumbai. You acknowledge that these terms of sale are solely for your benefit. It is not for the benefit of any other person, except for your successors and permitted assigns.

**8.**

**Disclaimer by StylFlip**

StylFlip's role is that of an intermediary in the form of an online marketplace and is limited to managing the Mobile App to enable Seller to exhibit, advertise, display, make available and offer to sell the Products and to enable the Buyer to purchase the Products so offered, and other incidental services to facilitate the transactions between the Seller and the Buyer. The contract for sale of any of the Products shall be a bipartite contract between the Seller and the Buyer. At no time shall StylFlip have any obligations or liabilities in respect of such contract nor shall StylFlip hold any title in the Products. The title in the Products and other rights and interest in the Products shall directly pass to the Buyer from the Seller.

These terms of sale shall not amend or modify any agreements, contracts, terms or policies between the Buyer or the Seller on one hand and StylFlip on the other hand.

StylFlip does not control, endorse or accept responsibility for any Product offered by Sellers accessible through the Mobile App or any linked sites. StylFlip makes no representations or warranties whatsoever about, and shall not be liable for, the Seller or any such third parties, their Products including representations relating to merchantability, fitness of a Product or service for a particular purpose, and non-infringement of third party intellectual property rights. Any transactions that the Buyer may have with such third parties are at the Buyer's own risk. The Products shall be subject to the Seller's terms and conditions for warranty, service and maintenance, and StylFlip does not accept any responsibility for the same. StylFlip also does not accept any responsibility for the usage of the Products by the Buyer.

StylFlip specifically disclaims any liability with regard to any illegal, infringing, fake, duplicate, spurious, defective or counterfeit, refurbished, expired Products purchased by the Buyer from the Seller and StylFlip shall not assume any liability if the Product purchased or availed by the Buyer from the Seller is not exactly as per specifications detailed in the purchase confirmation order.

StylFlip is in no way responsible or liable for the offer for sale or sale of the Product by the Seller to the Buyer, its delivery, the warranty terms (if any) related to the Product and the return, refund or cancellation of purchase of any Products.

StylFlip does not warrant that the sale price provided by the Seller of the Product is accurate, proper and valid. Any error in the sale price shall be solely attributed to the Seller and not to StylFlip. Prices, Product description and availability of the Product are Seller's responsibility.

StylFlip shall not assume any liability for the non-availability of the Product, delivery of the Product directly by the Seller and the installation of the Product where required.