

TERMS OF USE

These Terms of Use ("Terms") govern the access or use by you, an individual or entity, from within any country in the world of applications, websites, content, products, and services made available by **The Cobbler & Co.**

The Cobbler & Co. has its registered office at Shop No.2, Below Sector 42-43 Rapid Metro Station, Golf Course Road, DLF Phase 5, Gurugram- 122002, Haryana, India. ("The Cobbler & Co.").

This document is an electronic record in terms of the Information Technology Act, 2000 of India and rules thereunder as applicable and the provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures. By clicking on the "I ACCEPT" button, you are consenting to be bound by these Terms. PLEASE ENSURE THAT YOU READ AND UNDERSTAND ALL THESE TERMS BEFORE YOU USE THE SITE. If you do not accept any of the Terms, then please do not use the Site or avail any of the services being provided therein. YOUR AGREEMENT TO THESE TERMS SHALL OPERATE AS A BINDING AGREEMENT BETWEEN YOU AND THE COBBLER & CO. IN RESPECT OF THE USE AND SERVICES OF THE SITE. The Cobbler & Co. may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason. Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services. The Cobbler & Co. may amend the Terms related to the Services from time to time. Amendments will be effective upon The Cobbler & Co. posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

Your acceptance of the Terms shall be deemed to include your acceptance of the privacy policy available at www.thecobbleco.com or that of any other services provided at any retail store by Firm or its Franchisee.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.

1. Services

- By using the Service, you agree that:
 - You will only use the Service or use the website for Your sole, personal use and will not resell or assign it to a third-party;
 - You will not use an account that is subject to any rights of a person other than You without appropriate authorization;
 - You will not use the Service or Site for unlawful purposes;
 - You will not try to harm the Service, Site or our network in any way whatsoever;
 - You will provide The Cobbler & Co. with such information and documents which The Cobbler & Co. may reasonably request.
 - You will only use an authorized network to avail the Service;

- You are aware that when requesting Services, whether by message, via Site or calling the call center of The Cobbler & Co., standard messaging charges, data charges, voice charges, as applicable, of the Your and Our phone network service providers, will apply.
- You will comply with all Applicable Law from Your country of domicile and residence and the country, state and/or city in which You are present while using the Site or Service; and You are aware of and shall comply with the Information Technology Act, 2000 and the rules, regulations and guidelines notified thereunder.
- BY USING THE SERVICES, YOU AGREE THAT THE COBBLER & CO. WILL BE ENTITLED TO PROCESS AND TRANSFER YOUR INFORMATION AS AND WHEN IT DEEMS FIT AND IT MAY STORE OR TRANSFER YOUR INFORMATION IN A SERVER OUTSIDE INDIA OR THE COUNTRY WHERE YOU ARE LOCATED IN ORDER TO PERFORM THE COBBLER & CO. OBLIGATIONS UNDER THESE TERMS.
- The Cobbler & Co. will be entitled to enter any tie-up in terms of joint-venture or otherwise with any other institution engaged in the business of providing services analogous and/or similar to those herein contained. In such case, depending upon the modality and the mechanism as may be devised, you will be provided with the services by The Cobbler & Co. jointly and/or severally with the party/is in joint venture. You hereby give Your irrevocable consent and permission to such a tie-up. In the event of such a tie-up, the terms and conditions herein contained will, mutatis mutandis, become applicable in respect of such tie-up arrangement also.

2. Eligibility

You will be "Eligible" to use the Services only when you fulfill all of the following conditions:

- You have attained at least 18 (eighteen) years of age, and;
- You are competent to enter into a contract under the Applicable Laws. If you reside in a jurisdiction that restricts the use of the Service because of age, or restricts the ability to enter into contracts such as these Terms due to age, you must abide by such age limits.

3. Registration and Account

- You understand and acknowledge that you can register on the Site only after complying with the requirements of this Clause 3 and by entering Your Registration Data.
- You shall ensure that the Registration Data provided by you is accurate, complete, current, valid and true and is updated from time to time. We shall bear no liability for false, incomplete, old or incorrect Registration Data provided by you.
- You are solely responsible for maintaining the Confidentiality of Your Registration Data and will be liable for all activities and transactions that occur through Your Account, whether initiated by you or any third party. Your Account cannot be transferred, assigned or sold to a third party. We shall not be liable for any loss that you may incur as a result of someone else using your password or Account, either with or without your knowledge.
- We reserve the right to suspend or terminate Your Account with immediate effect and for an indefinite period, if We have a reason to believe that the Registration Data or any other data provided by You is incorrect or false, or that the security of Your Account has been compromised in any way, or for any other reason We may find just or equitable.
- Except for the Registration Data or any other data submitted by You during the use of any other service offered through Site ("Requisite Information") The Cobbler & Co. Does not want You to, and You should not, send any confidential or proprietary information to The Cobbler & Co. On the Site or otherwise, unless otherwise is required by Applicable Laws. In accepting these User Terms You agree that any information or materials that You or individuals acting on Your behalf provide to The Cobbler & Co. Other than the Requisite Information will not be considered confidential or proprietary.

- We reserve the right to terminate the Service and should You be using the Service in an unauthorized manner.
- We allow You to open only one Account in association with the Registration Data provided by You. In case of any unauthorized use of Your Account please immediately reach Us at thecobblerco@gmail.com.
- In case, you are unable to access Your Account, please inform Us at thecobblerco@gmail.com make a written request for blocking Your Account. We will not be liable for any unauthorized transactions made through Your Account prior to the expiry of 72 (seventy two) hours after You have made a request in writing for blocking Your Account, and shall not have any liability in case of Force Majeure Event.

4. Restrictions

You will not:

- remove any copyright, trademark or other proprietary notices from any portion of the Services;
- reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by The Cobbler & Co.
- decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law;
- except as provided in this policy, we will not provide your personal information to third parties.
- link to, mirror or frame any portion of the Services;
- cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or
- attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks; or access The Cobbler & Co. Device(s) Website and/or Content in order to:-
 - design or build a competitive product or service,
 - design or build a product using similar ideas, features, functions, or graphics of the Website and/or Content, or
 - Copy any ideas, features, functions, or graphics of the Website and/or Contents.

5. Payment

- You understand that use of the Services may result in charges to you for the services or goods you receive from a Third Party Provider ("Charges"). After you have received services or goods obtained through your use of the Service, The Cobbler & Co. will facilitate your payment of the applicable Charges on behalf of the Third-Party Provider as such Third-Party Provider's limited payment collection agent. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Third Party Provider. Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by The Cobbler & Co. You retain the right to request lower Charges from a Third-Party Provider for services or goods received by you from such Third-Party Provider at the time you receive such services or goods. The Cobbler & Co. will respond accordingly to any request from a Third-Party Provider to modify the Charges for a particular service or good. All Charges are due immediately and payment will be facilitated by The Cobbler & Co. using the preferred payment method designated in your Account, after which The Cobbler & Co. may send you an invoice/receipt by e-mail or any other mode. Any payment related issue, except when such issue is due to an error or fault in the Site, shall be resolved between You and the Payment Processor.
- You agree and acknowledge that You may cancel Your request for services at any point of time subject to a Cancellation Fee which shall be notified in advance whenever You attempt to cancel a service request. The notification shall be in any manner as The Cobbler & Co. deems fit.
- The Cobbler & Co. does provide printed bills, and invoices can be sent by e-mail or SMS also on registered email id & mobile nos.

- You can be charged up to twice or more the amount of regular order for any express delivery.
- You have to pay the entire amount after successful delivery of order.
- For retail orders, you to pay by cash only, we accept debit or credit cards as well and other modes of payment, but for that customer must inform us beforehand.
- you can buy a prepaid plan for which amount can be paid by cash, through our online payment gateway or cheque. In case you choose to pay by cheque, plan will only be effective after realization of cheque.
- Tax will be charged over and above the rates mentioned in the website in accordance to tax compliance for the particular partner/franchisee branch where the garment is finally booked.
- Prepaid plans are valid only at the location where the customer was at the time of buying the prepaid plan.

6. Cancellation & Refund Policy:

- Any extra amount paid by you for retail order can be refunded by The Cobbler & Co. if the customer asks and the final decision on the same shall be with The Cobbler & Co.
- Balance available in "Prepaid" plans is non-refundable and cannot be transferred to any other customer.
- The Customer can cancel at any time before actual pick-up. No cancellation charges will be levied in such a case.
- In case The Cobbler & Co. denies processing any article because of any reason, the order amount for that article will be refunded to retail customer or will be added to prepaid balance for prepaid plan customer.
- If the customer wants to cancel the order because of any reason, then the request for cancellation must be placed within 2 hours of pickup of articles.
- Once the order is punched and processed, the order can't be cancelled.

7. Coupons & Discount

- Coupon can only be applied by customer after the same is approved by The Cobbler & Co. on any available platform.
- Once the order placed and invoice is generated coupon can't be applied.

8. Limitation of Liability

THE COBBLER & CO. SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF THE COBBLER & CO. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COBBLER & CO. SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF:

- YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR
- ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD-PARTY PROVIDER, EVEN IF THE COBBLER & CO. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COBBLER & CO. SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND THE COBBLER & CO.'S REASONABLE CONTROL. IN NO EVENT SHALL THE COBBLER & CO. HAVE ANY TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED RUPEES ONE THOUSAND.

THE COBBLER & CO. SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE GOODS OR LOGISTICS SERVICES WITH THIRD-PARTY PROVIDERS, BUT YOU AGREE THAT THE COBBLER & CO. HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY GOODS OR LOGISTICS SERVICES PROVIDED TO YOU BY THIRD-PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

9. Indemnity

You agree to indemnify and hold The Cobbler & Co. and its partners, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with:

- Your use of the Services or services or goods obtained through your use of the Services;
- Your breach or violation of any of these Terms or applicable laws;
- The Cobbler & Co. use of your User Personal Data Content; or
- Your violation of the rights of any Third- Party, including our Third-Party Providers.

10. Governing Law and Jurisdiction

Except as otherwise set forth in these Terms, these Terms shall be exclusively governed by and construed in accordance with the laws of India and the Courts in Gurugram, Haryana, India shall have exclusive jurisdiction over any disputes pertaining to this Agreement.

11. General T&C's

- Original Invoice or SMS on registered mobile number or E-mail Invoice copy sent on registered E-mail address needs to be presented at the time of taking delivery of your product.
- Express / Urgent delivery of products can be charged upto 100 % extra over the regular tariff.
- Customer should give the products for re-cleaning within 24 hours from the time of delivery of the product. No product will be accepted for re-clean without tag.
- The Cobbler & Co. is not responsible for loss of or damage to any personal or non-cleanable items left in the article such as money, jewelry, or anything else.
- The Cobbler & Co., in certain cases, to remove the stains or, as and when required, may use chemicals/solvents to clean your products which are not organic in nature.
- The Cobbler & Co. is not responsible for fastness, running of color, Shrinkage, damage to embellishments, embroidery work on the products, cuts, holes, scratches, stains etc becoming apparent during the Clean and Restore process due to defective manufacture, adulteration, deterioration or wear & tear and exposure to environment.
- Every effort is made for removal of stains. 100% stain removal is not guaranteed and the customer shall not have any rights to claim deduction in processing charges levied by The Cobbler & Co.
- The Cobbler & Co. follows a "No Claim" policy. All articles are accepted at customers' risk. The Cobbler & Co. shall not be held responsible for damage to products that cannot withstand the normal cleaning process.
- The Cobbler & Co. shall also not be held responsible for damages caused to the product during processing, which is exposed to continuous sunlight/ age of garments/quality of the Product.
- The Cobbler & Co. shall not be held responsible for any fittings on the Product.
- Every effort is made to deliver the Product on time, unless faced by unforeseen incidents of society, Force Majeure which is beyond our control, in such cases the customer is not entitled to any compensation or reduction in the charges by The Cobbler & Co.

- *The Cobbler & Co. accepts no liability for any loss or damage of the product arising due to fire, burglary etc., beyond conduct or any other similar unforeseen causes.*
- *The Cobbler & Co. will undertake the process of designer wear based on the recommendation / suggestion given by the designer, provided our Expert's recommendation / suggestion.*
- *If customer cannot accept the loss of any product, please do not leave it with The Cobbler & Co.*
- *Customers are requested to count the articles at the time of delivery and inform the delivery man in case of missing articles. The Cobbler & Co. will not be responsible for any such claims after the articles delivery has been accepted.*
- *Some process/items may require additional period to process. No deduction on billed amount or claim can be initiated against in respect of delays.*
- *Please note that we will not be responsible for anything if the product is not collected within 3 weeks from the date of delivery.*
- *The final tariff for all the product will be decided on a case to case basis depending on the product, which will be communicated to the customer after it is examined by the expert at the processing unit.*
- *In case the product gets damaged in the process, apart from the reasons mentioned in any of the above-mentioned point, the compensation may be limited to 5 times of the charge or Rs 3000 whichever is lower.*
- *The Cobbler & Co. reserves the right to refuse cleaning and restoring any product.*

12. General

- *You shall not assign or transfer these Terms in whole or in part without The Cobbler & Co. prior written approval. You give your approval to The Cobbler & Co. for it to assign or transfer these Terms in whole or in part, including to:*
 - *A subsidiary or affiliate;*
 - *An acquirer of The Cobbler & Co. equity, business or assets; or*
 - *A successor by merger.*
- *No joint-venture, partnership, employment, or agency relationship exists between you, The Cobbler & Co. or any Third-Party Provider as a result of the contract between you and The Cobbler & Co. or use of the Services.*
- *These Terms do not constitute a sale and do not convey to You any rights of ownership in or related to the Site, or the Service, or any Intellectual Property Rights owned by The Cobbler & Co. You shall be solely responsible for any violations of any laws and for any infringements of any Intellectual Property Rights caused by use of the Services or the Site.*
- *If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity and enforceability of the other provisions in these Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms.*
- *These Terms constitute the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter.*
- *In these Terms, the words "including" and "include" mean "including, but not limited to."*