

YOBHA

TERMS AND CONDITIONS

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TERMS AND CONDITIONS

Welcome to YOBHA (“**Company**”, “**We**”, “**Us**”, or “**Our**”), a contemporary clothing and lifestyle brand committed to delivering high-quality apparel, accessories, and related lifestyle products. These Terms and Conditions (“**Terms**” or “**Agreement**”) govern your access to and use of our website, mobile application, and other digital or physical platforms operated by YOBHA (collectively, the “**Website**” or “**Platform**”), as well as the purchase of products and use of services.

By accessing or using the Website, creating an account, or purchasing products, you acknowledge that you have read, understood, and agreed to these Terms and all related policies, including but not limited to our Privacy Policy, Return & Exchange Policy, and Refund Policy. If you do not agree with any part of these Terms, you must immediately discontinue your use of the Website and refrain from making purchases.

These Terms integrate our Privacy Policy, ensuring that you are fully informed about how we collect, store, process, and disclose your personal information. Continued use of our Website and services constitutes your express consent to the processing of personal information as outlined in our Privacy Policy.

I. ABOUT US

YOBHA is a contemporary clothing and lifestyle brand built on the principles of style, comfort, and individuality. Founded with a vision to redefine modern fashion through craftsmanship, sustainability, and customer-centric values, YOBHA offers a curated range of apparel, accessories, and lifestyle essentials that reflect timeless elegance and responsible innovation.

We at YOBHA believe that fashion is not just about aesthetics, it is an expression of identity and confidence. Every product we design is thoughtfully created to combine premium quality materials, refined detailing, and functional comfort, ensuring that our customers experience authenticity in every purchase.

As a brand, we are deeply committed to maintaining transparency, ethical sourcing, and responsible production practices. From conceptual design to final delivery, YOBHA strives to uphold high standards of quality, safety, and environmental consciousness, in line with our dedication to sustainability and customer satisfaction.

Our online platform (the “**Website**” or “**Platform**”) serves as a seamless and secure shopping destination where customers can explore our complete product range, make purchases, and engage with our brand community. We endeavour to deliver not only exceptional fashion but also a safe and trustworthy digital experience supported by

robust privacy protection, transparent terms of engagement, and ethical business conduct.

All products, services, and interactions through the Website are governed by our Terms and Conditions, which establish the rights, obligations, and responsibilities between YOBHA and our valued customers. By engaging with our platform, you acknowledge and agree to these Terms, our Privacy Policy, and related policies, which together ensure fairness, accountability, and mutual respect in all transactions.

At YOBHA, our customers are at the heart of everything we do. We continuously strive to enhance your shopping experience through innovation, reliability, and personalized care. Your trust in our brand is our greatest motivation and we remain steadfast in our promise to deliver excellence, transparency, and integrity in every interaction.

II. AGREEMENT AND ACCEPTANCE OF TERMS

Your access to, use of, and any purchase made through the YOBHA website (including its digital platforms and services) are governed by these legally binding Terms and Conditions (“**Terms**”). By accessing, browsing, or using any part of the Website, or by placing an order for any product or service offered by YOBHA, you expressly acknowledge and agree to be bound by these Terms in their entirety.

These Terms constitute a formal agreement between you, the customer (“**You**” or “**Customer**”), and YOBHA (“**Company**,” “**We**,” “**Us**,” or “**Our**”), outlining the rights, responsibilities, and obligations of each party with respect to your use of the Website, access to its services, and purchase of products. By engaging with the Website, creating an account, or making a purchase, you confirm that you have read, understood, and accepted these Terms, including all associated policies referenced herein, such as our Privacy Policy, Return & Exchange Policy, and Refund Policy.

YOBHA reserves the absolute right, at its sole discretion, to modify, update, or replace any part of these Terms at any time without prior notice. Any such changes shall take effect immediately upon posting on the Website. Your continued use of the Website, engagement with our services, or placing of an order after such modifications will constitute your deemed acceptance of the revised Terms. It is therefore your responsibility to review these Terms periodically to ensure that you are aware of any updates or changes.

By using our Website or purchasing products from YOBHA, you confirm your voluntary acceptance of these Terms and agree to comply with them fully in all interactions with the Company.

III. ELIGIBILITY FOR PURCHASE

a. General Eligibility

Access to, browsing of, and the ability to make purchases through the YOBHA Website, mobile application, or any associated platforms (collectively, the **“Platform”**) are strictly subject to the eligibility requirements outlined under applicable Indian law. By accessing or placing an order on the Platform, You, the User (**“You,” “Customer,”** or **“Buyer”**), expressly represent, warrant, and undertake that:

1. You have attained the legal age and possess the full legal capacity required to enter into a binding contract under the provisions of the Indian Contract Act, 1872, and other applicable statutes;
2. You are competent to understand, acknowledge, and accept these Terms and Conditions, as well as all other policies referenced herein, including our Privacy Policy, Return & Exchange Policy, and Refund Policy;
3. You are not prohibited, restricted, or disqualified under any law from engaging in online transactions or e-commerce activities; and
4. All information provided during registration, order placement, or account creation is accurate, complete, and truthful.

Any order or transaction placed by a User who does not meet the above eligibility criteria shall be considered void ab initio, and YOBHA shall bear no obligation to process or honour such transaction.

b. Legal Capacity to Contract

You acknowledge and confirm that you are legally competent to enter into a valid and enforceable contract as recognized under Indian law. Transactions or orders placed by individuals who are legally incompetent to contract, including but not limited to minors, persons of unsound mind, or individuals otherwise disqualified under applicable law, shall have no legal effect, shall be treated as void from the outset, and YOBHA shall not be liable for any claims, damages, or obligations arising therefrom.

YOBHA expressly reserves the right to refuse, cancel, or suspend any order or transaction that is discovered to have been placed in violation of this provision.

c. Use by Minors

Users under the age of 18 years are only permitted to access or use the Platform under the active supervision, guidance, and consent of a parent or legal guardian. By allowing a minor to access the Platform, the parent or guardian expressly agrees to be bound by these Terms and Conditions and accepts full responsibility for:

1. All activities performed by the minor on the Platform;
2. Any purchases, payments, or other financial transactions undertaken by the minor;
3. Ensuring that the minor complies fully with these Terms and all other applicable YOBHA policies; and
4. Resolving any disputes, claims, or issues arising from the minor’s activities on the Platform.

YOBHA reserves the sole discretion to cancel, refuse, or restrict access or orders placed by minors who are found to be using the Platform without the appropriate parental or guardian authorization, without incurring any liability.

d. Corporate, Institutional, and Group Users

Where a User registers or places an order on behalf of a company, organization, institution, or other legal entity, such User represents and warrants that:

1. They are duly authorized to act on behalf of the legal entity and to bind it to these Terms and Conditions;
2. The legal entity fully acknowledges and accepts these Terms and all related policies and obligations; and
3. All information provided on behalf of the entity is complete, accurate, and lawful.

YOBHA reserves the right to request verification of such authorization at any stage of the transaction. Orders placed without proper authorization may be refused, suspended, or cancelled at YOBHA's discretion.

e. Right to Restrict or Cancel Orders

YOBHA reserves the absolute discretion, without prior notice, to:

1. Refuse, cancel, or restrict any order, registration, or account if the User does not meet the eligibility criteria;
2. Suspend or terminate access to the Platform for Users engaging in unauthorized or unlawful activities; and
3. Take any action necessary to ensure compliance with applicable laws and protect the Platform, its Users, and its proprietary interests.

By placing an order or accessing the Platform, you acknowledge and agree that YOBHA's decision in such matters shall be final and binding, and that the Company shall not be liable for any claims, losses, or damages arising from such actions.

f. Representations and Warranties by the User

By using the Platform or making any purchase, you further represent and warrant that:

1. All information submitted during registration or checkout is true, accurate, and current;
2. You will maintain the confidentiality of your account credentials and are fully responsible for all activity conducted under your account; and
3. You will comply with all applicable laws, rules, and regulations governing online transactions, e-commerce, and the purchase of clothing and lifestyle products in India.

Failure to comply with these representations and warranties may result in suspension, cancellation, or refusal of orders, in addition to any other remedies available to YOBHA under law.

IV. PRODUCT ACCURACY AND APPEARANCE

a. Representation of Products

YOBHA strives to provide comprehensive and accurate descriptions, specifications, and visual representations of all apparel and lifestyle products available on its Website and associated platform. This includes, but is not limited to, product dimensions, materials, colours, textures, designs, patterns, and other relevant attributes. While YOBHA makes every effort to ensure the accuracy of the information presented, the Customer acknowledges that all product details, images, and descriptions are provided for illustrative purposes and to assist in informed purchasing decisions.

YOBHA endeavours to maintain up-to-date and precise content; however, inadvertent errors, omissions, or discrepancies may occasionally occur. The Company does not warrant that product descriptions, specifications, or images are free from such errors.

b. Display Limitations

The Customer acknowledges that the visual representation of products on digital platforms is inherently subject to the limitations of display technologies, including variations in:

1. Monitor and screen resolutions;
2. Brightness and contrast settings;
3. Device types and display sizes; and
4. Lighting conditions during photography and device usage.

Accordingly, YOBHA cannot guarantee that the colours, textures, or other visual elements of a product as seen on a Customer's device will exactly match the physical product.

c. Minor Variations

The Customer understands and agrees that minor variations in aspects such as colour tones, fabric texture, stitching, measurements, patterns, or packaging may exist between the product images shown on the Platform and the actual product delivered. Such minor differences shall not be deemed defects, misrepresentations, or valid grounds for replacement, return, or refund, except in cases where the variation is substantial, material, or impacts the fundamental quality or functionality of the product. These variations may arise due to natural characteristics of fabrics, dyeing and printing processes, or manual production techniques, and are considered normal in high-quality clothing manufacturing.

d. Product Modifications and Updates

YOBHA reserves the right, at its sole discretion and without prior notice, to:

1. Modify, enhance, or improve any product, collection, or design;
2. Introduce updated versions or new product lines; and
3. Discontinue any product, collection, or design permanently.

Any such changes shall not affect orders that have already been confirmed and accepted by the Company via a valid Order Confirmation Email. The Customer acknowledges that product modifications, updates, or discontinuations are a routine part of YOBHA's commitment to design innovation, quality improvement, and customer satisfaction.

V. STOCK AND AVAILABILITY

a. Product Availability

All products displayed on the YOBHA Website or associated platforms are subject to availability at the time of order placement. The mere presence of a product on the Website does not guarantee that it will be in stock, available for immediate dispatch, or available at any future time. YOBHA makes reasonable efforts to ensure that stock levels displayed on the Platform are accurate; however, discrepancies may occur due to real-time sales, pending orders, or supply chain factors beyond the Company's control.

b. Right to Limit Sales

YOBHA reserves the absolute discretion to:

1. Limit the quantity of any product available for sale;
2. Restrict the sale of certain products to specific individuals, groups, geographic locations, or jurisdictions; and
3. Impose such limitations whenever deemed necessary for business, regulatory, logistical, or operational reasons.

These measures may be implemented to ensure fair access to popular products, comply with legal obligations, or manage operational constraints effectively.

c. Out of Stock Policy

In the event that a product ordered by the Customer becomes unavailable or out of stock after the order has been placed, YOBHA will promptly notify the Customer via email, SMS, or phone.

The Customer acknowledges and agrees that YOBHA's liability in cases of stock unavailability shall be strictly limited to the value of the product(s) affected, and no further claims, damages, or compensation shall arise from such situations.

VI. ORDER PLACEMENT AND ACCEPTANCE

a. Order Submission

When a Customer places an order through the YOBHA Website or any associated platform, such order constitutes an offer to purchase the selected product(s) under and in accordance with these Terms and Conditions. The submission of an order does not, by itself, constitute acceptance of the order by YOBHA. The Company reserves the right to review, verify, and approve all orders prior to acceptance.

b. Verification of Orders

All orders placed on the Website are subject to verification and validation by YOBHA. To ensure the authenticity of transactions and safeguard against fraud or unauthorized activities, YOBHA may request additional information or documentation from the Customer, including but not limited to:

1. Proof of identity;
2. Proof of billing or payment;
3. Verification of shipping address or contact details; and
4. Any other documents necessary to confirm the legitimacy of the order.

YOBHA reserves the right to pause, cancel, or reject orders pending satisfactory verification.

c. Right to Refuse or Cancel Orders

YOBHA retains the absolute discretion to refuse, reject, or cancel any order, in whole or in part, at any time, for reasons including but not limited to:

1. Product unavailability or stock discrepancies;
2. Errors or inaccuracies in pricing, product description, or promotional details;
3. Suspected fraudulent, unauthorized, or suspicious transactions;
4. Any breach of these Terms and Conditions by the Customer; or
5. Circumstances beyond the reasonable control of the Company, such as logistical constraints, regulatory restrictions, or force majeure events.

In such cases, YOBHA will notify the Customer promptly via email or phone or notifications. The Customer agrees that such cancellation or refusal shall not give rise to any liability or claim against YOBHA, except for the refund of the purchase amount.

d. Order Acceptance and Formation of Contract

A legally binding contract between YOBHA and the Customer is deemed to arise only upon issuance of an Order Confirmation Email by YOBHA, which confirms that the product(s) have been dispatched or shipped.

Until such confirmation is issued:

1. No contractual obligation exists between the Customer and YOBHA;
2. YOBHA is not responsible for fulfilling the order; and
3. The Customer acknowledges that order acceptance is subject to verification, stock availability, and compliance with these Terms.

e. Order Modifications and Cancellations by Customer

Once an order has been confirmed and processed for dispatch, modification or cancellation requests may not be accommodated. However, YOBHA may, at its discretion, consider cancellation or modification requests prior to shipment. Any refund, if applicable, will be processed in accordance with YOBHA's Return, Exchange and Refund Policy. The Customer agrees that YOBHA shall not be liable for any losses, damages, or costs arising from a modification or cancellation request, except as explicitly stated in the Company's policies.

f. Customer Acknowledgment

By placing an order, the Customer expressly acknowledges and agrees that:

1. YOBHA has the right to verify and validate orders before acceptance.
2. YOBHA may refuse or cancel orders at its discretion for legitimate business, regulatory, or operational reasons; and
3. The formation of a binding contract is contingent upon issuance of an Order Confirmation Email.

VII. PRICING AND ERRORS

a. Pricing Accuracy

YOBHA makes every reasonable effort to ensure that all product prices displayed on the Website are accurate, current, and reflective of the actual selling price at the time of order placement. However, despite our best efforts, inadvertent errors, omissions, or discrepancies in pricing may occur due to technical glitches, human error, or other unforeseen factors. In such instances, YOBHA reserves the absolute right to cancel or refuse any order placed for a product that has been incorrectly priced, regardless of whether the order has been confirmed or payment has been received. Customers acknowledge and agree that such cancellations do not constitute a breach of contract or a claim for damages against YOBHA.

b. Correction of Errors

If a pricing or product description error is discovered after an order has been placed, YOBHA will take the following steps:

1. Notification: The Customer will be informed promptly via email, phone, or any other communication channel provided by the Customer.
2. Customer Options: The Customer will be given the choice to:
 - Proceed with the order at the corrected price; or
 - Cancel the order and receive a full refund of any amount already paid.

The Customer acknowledges and agrees that YOBHA shall not be liable for any indirect, consequential, or incidental losses or damages arising from pricing errors or corrections, including but not limited to loss of anticipated savings, inconvenience, or missed opportunities.

c. Right to Amend, Revise, or Discontinue

YOBHA reserves the unconditional right to revise, amend, or discontinue any aspect of its product offerings, including but not limited to:

1. Product pricing;
2. Product collections or designs;
3. Promotional offers, discounts, and special deals; and
4. Any other marketing or commercial terms related to the sale of products.

Such amendments, revisions, or discontinuations may be made at any time and without prior notice. However, any changes will not affect orders that have already been confirmed through a valid Order Confirmation Email.

The Customer expressly acknowledges and agrees that:

1. Prices displayed on the Website at the time of order placement are indicative and subject to verification;
2. YOBHA shall not be held liable for discrepancies arising from errors in pricing or product information; and
3. Continuing with an order following notification of a corrected price constitutes voluntary acceptance of the revised price.

VIII. PRICING AND PAYMENT

a. Display Prices

All prices of products displayed on the YOBHA Website, mobile application, or any authorized sales channel reflect the prices at the time the order is placed. These prices are indicative only and are provided for the convenience of Customers. YOBHA reserves the right, at its sole discretion, to modify, revise, or update prices at any time without prior notice.

b. Price Confirmation

The price applicable to your purchase shall be the price displayed at the time you place your order, provided your order is subsequently confirmed through an Order Confirmation Email. Until such confirmation is issued, no contract shall be deemed to exist between YOBHA and the Customer.

c. Inclusion of Additional Charges

Unless explicitly stated, the prices displayed on the Website do not include applicable shipping, handling, delivery charges, taxes, customs duties, or other levies imposed by governmental authorities. All such additional charges will be calculated and displayed to the Customer during the checkout process. By placing an order, the Customer acknowledges and agrees to pay all applicable charges associated with their purchase.

d. Payment

YOBHA offers multiple secure payment options as displayed on the checkout page at the time of purchase, which may include but are not limited to:

- Credit and debit cards issued by recognized banks;
- UPI-based payments;
- Net banking;
- Razor pay
- Mobile wallets and other digital payment solutions approved by YOBHA; and
- Cash on Delivery (COD), where explicitly offered.

YOBHA reserves the right, at its sole discretion, to modify, add, or discontinue any payment method without prior notice.

e. Payment Authorization

By submitting payment information and placing an order, the Customer authorizes YOBHA and its payment service providers to charge the selected payment method for the total amount of the purchase, including applicable product costs, shipping charges, taxes, duties, or any other applicable fees. A payment transaction shall be deemed complete only upon successful authorization and processing by YOBHA's payment service providers.

f. Taxes, Duties, and Levies

The Customer is responsible for paying any applicable taxes, customs duties, or other governmental charges imposed in connection with the purchase. Where YOBHA is required to collect such charges, they will be calculated and displayed during the checkout process. By completing an order, the Customer agrees to pay all applicable charges.

g. Payment Disputes

YOBHA shall not be held responsible for unauthorized charges, errors, or fraudulent transactions resulting from incorrect, invalid, or outdated payment information provided by the Customer. The Customer must ensure that all payment information is accurate and up-to-date. Any payment-related disputes must be reported immediately to YOBHA and, if applicable, to the relevant payment service provider.

h. Non-Payment or Failed Transactions

If a payment is declined, rejected, or fails to process for any reason, YOBHA reserves the right to cancel or suspend the order. The Company shall not be liable for any delay, loss, or damage resulting from such failed transactions. Customers may attempt the payment again using an accepted method or contact Customer Support for assistance.

i. Refunds

Refunds for orders cancelled due to non-payment, stock unavailability, or pricing errors will be processed in accordance with YOBHA's Refund Policy, typically within 7–10 business days, depending on the payment method and banking processes.

IX. SHIPPING, DELIVERY, AND RISK OF LOSS

a. Estimated Delivery

YOBHA strives to dispatch and deliver all orders promptly and within the estimated timelines provided on the Website at the time of purchase. All delivery dates and times are indicative only and should not be construed as guaranteed or binding delivery commitments.

Delivery timelines may be affected by a variety of factors beyond YOBHA's control, including but not limited to:

1. Delays caused by third-party courier, logistics providers, or postal services;
2. Errors, inaccuracies, or omissions in the shipping address, contact information, or special instructions provided by the Customer;
3. Force majeure events, including natural disasters, pandemics, strikes, governmental restrictions, or other unforeseen events beyond the reasonable control of YOBHA;
4. Seasonal peaks, high demand periods, or public holidays that may impact logistics and delivery operations.

b. No Liability for Delay

YOBHA shall not be liable for any losses, damages, or inconvenience suffered by the Customer arising from delayed deliveries, except where such delays are directly attributable to YOBHA's gross negligence or wilful misconduct. The Customer acknowledges and agrees that estimated delivery times are provided for planning purposes only and shall not create contractual obligations for guaranteed delivery.

c. Shipping and Handling

Shipping costs, if applicable, will be calculated and displayed during the checkout process. The Customer agrees to pay all applicable shipping, handling, and delivery charges associated with their order. YOBHA may utilize third-party courier and logistics services for the delivery of products. While YOBHA exercises due care in selecting reliable service providers, it does not guarantee the performance, timeliness, or security of shipments handled by third-party carriers.

The Customer is solely responsible for providing accurate, complete, and up-to-date shipping information, including name, postal address, contact number, and any additional instructions required for successful delivery. YOBHA shall not be liable for delays, mis delivery, or failed deliveries resulting from incorrect or incomplete information provided by the Customer.

d. Risk of Loss and Transfer of Title

The risk of loss, damage, or theft of the products passes from YOBHA to the Customer upon delivery of the products to the designated shipping carrier. From that point onward, the Customer assumes all risks associated with the product during transit.

Ownership and title of the products shall pass from YOBHA to the Customer upon issuance of the Order Confirmation Email and dispatch of the products, subject to any applicable restrictions under the Sale of Goods Act, 1930, or other relevant Indian laws.

In the event that a shipment is lost, delayed, or damaged during transit, YOBHA's liability shall be strictly limited to the remedies available under its agreement with the shipping provider. YOBHA shall not be liable for any consequential, incidental, or indirect damages arising from lost, delayed, or damaged shipments.

The Customer shall cooperate fully with YOBHA and the shipping provider in filing claims for lost, damaged, or delayed goods. This includes providing proof of purchase, photos of damaged goods (if applicable), and any other documentation reasonably requested by YOBHA or the courier company.

YOBHA reserves the right, at its sole discretion, to modify, update, or revise its shipping, delivery, and risk of loss policies at any time without prior notice. Such changes shall apply prospectively and shall not affect orders that have already been dispatched or confirmed via an Order Confirmation Email.

X. INTELLECTUAL PROPERTY RIGHTS

All content, materials, and assets displayed on the YOBHA Website or any other platform owned, operated, or controlled by YOBHA, including but not limited to logos, trademarks, service marks, brand names, designs, text, graphics, photographs, illustrations, product images, videos, software, audio files, animations, domain names, and all other proprietary content (collectively, the "Intellectual Property"), are the exclusive property of YOBHA or its licensors. All Intellectual Property is protected under applicable Indian and international copyright, trademark, design, patent, and other intellectual property laws and treaties. By accessing the Website or interacting with YOBHA's platforms, you acknowledge that you do not acquire any ownership rights, license, or any other interest in the Intellectual Property except for the limited, non-exclusive, non-transferable, revocable right to access and use the Website for personal, non-commercial purposes, such as browsing or purchasing products. Any other use of the Intellectual Property, including but not limited to reproduction, copying, distribution, modification, transmission, display, or creation of derivative works, is strictly prohibited without the prior written consent of YOBHA.

You agree not to use, reproduce, distribute, or create derivative works from the Intellectual Property for commercial purposes, resale, or for any activity that may harm, dilute, or infringe upon the rights of YOBHA. Unauthorized use of the Intellectual Property may result in civil, criminal, or equitable remedies, including claims for damages, injunctions, and legal fees. All product designs, brand elements, logos, images, and content uploaded by YOBHA on any platform remain the sole property of YOBHA, and no right, title, or interest is transferred to any user or third party. In addition, all rights, goodwill, and reputation associated with YOBHA's Intellectual Property shall remain the sole and exclusive property of YOBHA, and any unauthorized

use may constitute infringement under Indian law, including the Copyright Act, 1957, the Trade Marks Act, 1999, and other applicable legislation.

By using YOBHA's Website or services, you agree to respect and protect all Intellectual Property rights of YOBHA and its licensors, and you shall immediately report any suspected infringement or unauthorized use of Intellectual Property to YOBHA. YOBHA reserves the right to take all necessary legal action to protect its Intellectual Property, including reporting, requesting removal, or pursuing claims for damages against any violators.

XI. LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, YOBHA, including its directors, officers, employees, affiliates, agents, and contractors, shall not be liable for any direct, indirect, incidental, consequential, punitive, or special damages arising out of or in connection with your access to or use of the Website, products, or services provided by YOBHA. This includes, without limitation, any loss of profits, revenue, data, goodwill, or anticipated savings, as well as any personal injury, property damage, or other loss, whether based in contract, tort (including negligence), strict liability, or otherwise, even if YOBHA has been advised of the possibility of such damages.

YOBHA provides all products and services on an "as is" and "as available" basis. While the Company makes every effort to ensure accuracy, quality, and reliability of products, content, and services, YOBHA does not warrant that the Website, products, or services will meet your expectations, operate uninterrupted, secure, error-free, or without defects. Any reliance placed on the information, products, or services offered by YOBHA is strictly at your own risk.

Further, YOBHA shall not be responsible for any losses, damages, or delays resulting from third-party actions, including but not limited to, third-party shipping or logistics providers, payment gateways, network failures, cyber-attacks, hacking, or unauthorized access to user data. The Company shall also not be liable for losses arising from circumstances beyond its reasonable control, including acts of God, natural disasters, pandemics, governmental restrictions, strikes, or any other force majeure events.

By using the Website, placing an order, or accessing YOBHA products or services, you expressly acknowledge and agree that the total aggregate liability of YOBHA for any claim, whether in contract, tort, or otherwise, shall not exceed the amount paid by you for the specific product or service giving rise to the claim, and that any indirect, incidental, or consequential losses are expressly excluded. Nothing in this clause shall limit or exclude YOBHA's liability for death or personal injury caused by its negligence, fraud, or any other liability that cannot be excluded under applicable law.

XII. INDEMNIFICATION

By accessing or using the YOBHA Website, mobile application, or any services offered by YOBHA, you agree to fully indemnify, defend, and hold harmless YOBHA, its affiliates, directors, officers, employees, agents, and contractors (collectively, the “Indemnified Parties”) from and against any and all claims, demands, actions, damages, liabilities, losses, costs, or expenses, including reasonable attorney’s fees and legal costs, arising directly or indirectly from your use of the Website or services. This includes, without limitation, any claims resulting from your breach of these Terms and Conditions, violation of applicable laws or regulations, or infringement of any third-party rights, including intellectual property, privacy, or proprietary rights. You acknowledge and agree that you shall be solely responsible for any actions or omissions caused by you, including fraudulent or unauthorized transactions, misuse of your account, or any acts that result in harm, loss, or liability to YOBHA or its users. Furthermore, you shall indemnify YOBHA in the event of any unauthorized attempt to access, interfere with, or compromise the Website or its systems, including the introduction of viruses, malware, Trojan horses, phishing attempts, or any other harmful code or activity designed to disrupt, damage, or obtain unauthorized access to the Website, its users, or its data. You also agree to cooperate fully with YOBHA in the defense or settlement of any claims covered under this indemnity. This indemnification obligation shall survive the termination of your account, cessation of use of the Website, or completion of any transactions with YOBHA, and shall apply to all claims, whether known or unknown, foreseen or unforeseen, arising out of your engagement with YOBHA’s platform.

XIII. GOVERNING LAW, DISPUTE RESOLUTION, AND JURISDICTION

These Terms and Conditions, including all transactions, interactions, and activities carried out on the YOBHA Website or through its products and services, shall be governed by, interpreted, and enforced in accordance with the laws of India, without giving effect to any conflict of law principles that may provide for the application of the laws of another jurisdiction. By accessing or using the Website, creating an account, or making a purchase, you expressly agree to comply with all applicable Indian laws, regulations, and rules, including but not limited to the Consumer Protection Act, 2019, the Information Technology Act, 2000, the Goods and Services Tax (GST) regulations, and any other relevant statutes governing e-commerce, online transactions, retail sales, and consumer rights.

Any disputes, claims, or controversies arising out of or in connection with these Terms, your use of the Website, or any purchase of products or services from YOBHA (collectively, “Disputes”) shall first be attempted to be resolved amicably through good faith negotiation. Either party may initiate such negotiations by providing written notice to the other party, specifying the nature of the dispute, the relief sought, and any relevant supporting information. Both parties agree to use their best efforts to resolve disputes promptly and in good faith.

If a Dispute cannot be resolved through negotiation within a reasonable period (typically 30 days from the notice of dispute unless otherwise agreed), the parties agree that such Dispute shall be submitted exclusively to the competent courts located in _____ India.

By using the Website or purchasing products, you expressly consent to the exclusive jurisdiction and venue of these courts and irrevocably waive any objection, including claims of forum non-conveniens or improper venue. All legal proceedings arising from or relating to these Terms shall be brought solely in the designated courts, and the parties agree to abide by the final and binding decisions rendered therein.

Nothing in this clause shall prevent YOBHA from seeking interim, injunctive, or equitable relief from any court of competent jurisdiction, as may be necessary to protect its intellectual property rights, confidential information, or prevent unauthorized access to or use of its Website, products, or services.

XIV. MISCELLANEOUS

These Terms and Conditions, along with any policies or agreements referenced herein, constitute the entire agreement between you and YOBHA with respect to your use of the Website, purchase of products, and engagement with any of our services, and supersede all prior or contemporaneous understandings, communications, or agreements, whether written or oral. The failure of YOBHA to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed or limited to the extent necessary, and the remaining provisions shall continue in full force and effect.

You may not assign, transfer, or sublicense any of your rights or obligations under these Terms without the prior written consent of YOBHA. Conversely, YOBHA may assign, transfer, or subcontract its rights and obligations under these Terms at its sole discretion. The headings used in these Terms are for convenience only and shall not affect the interpretation of the provisions herein.

All notices, requests, demands, or communications required or permitted under these Terms shall be in writing and shall be deemed to have been duly given when delivered personally, sent via email, or mailed by certified or registered mail to the addresses provided on the Website or otherwise communicated by YOBHA.

These Terms are binding upon and shall inure to the benefit of the parties, their successors, and permitted assigns. Any delay or failure by YOBHA to enforce any provision shall not be construed as a waiver or limitation of YOBHA's rights. Additionally, these Terms and Conditions shall be construed and interpreted without regard to any presumption or rule requiring construction against the party causing these Terms to be drafted.

THANK YOU FOR TRUSTING YOBHA

Thank you for taking the time to review YOBHA's Terms and Conditions. By using our Website, purchasing our products, or engaging with our services, you acknowledge that you have read, understood, and agreed to be bound by these Terms, including all policies, guidelines, and provisions referenced herein. Your continued use of the Website and services constitutes your deemed consent to these Terms and any future modifications made by YOBHA.

We encourage you to periodically review these Terms to stay informed of any updates, as your ongoing engagement with YOBHA signifies your acceptance of any changes. Should you have any questions, concerns, or require clarification regarding these Terms, please contact our Customer Support team through the contact information provided on the Website.

Your trust, confidence, and satisfaction are of utmost importance to us. YOBHA remains committed to delivering high-quality products, exceptional service, and a secure, enjoyable shopping experience. We appreciate your support and for choosing YOBHA as your preferred lifestyle and fashion brand.

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