

## Website Terms of Use ('Terms')

This document is an electronic record in terms of provisions of the Information Technology Act,

2000 and rules there under as applicable and the amended 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.

The terms of use of website and other policies (hereinafter referred to as "the Document") is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy

policy and Terms of Use for access or usage of domain **kickyoutfits.in** ("Website"), including the

related mobile site and mobile application (hereinafter referred to as "Platform")

These Terms is between **Kicky Outfits Private Limited** incorporated

under the provisions of the Companies Act, 1956, having its \***Registered Office at PLOT NO 18 CAPS TOWN PIGDUMBER , INDORE, Madhya Pradesh, India - 453331** (hereinafter referred to as "Company" or "We" or "Us" or "Our") and the

seller, sellers, guest users, registered users, any natural or legal person who has / has been / will

accessed / accessing /access the Platform either by providing Registration Data while registering

on the Platform as Registered User of the Website or otherwise (hereinafter referred to as "You"

or "Your" or "Yourself") describe the Terms subject which the Company offers You access to the

Website and such other services as are incidental and ancillary thereto ("Services").

The Platform is owned and operated by the Company including its directors, promoters, full time

employees, subsidiaries, affiliates, and associates etc. The Company's role is limited to the managing Platform and associated marketing, payment collections, order management, enquiry

management and other incidental services to enable the transactions between the User and the

Seller (“Business”/” Services”). The Platform is available on a browser environment.

By merely visiting or accessing any part of the Platform or utilising the Services and accessing the

Website, users, including without limitation users who are browsers, Sellers, Resellers, merchants, or contributors of content (collectively, “User”) agree to be bound by the Terms contained herein and by other policies of the Company (“Policies”) as posted on the Platform from

time to time. References to the User in these Terms must be construed in the context in which the

term is used.

The Terms and the Policies take effect on the date on which the Platform is used and/or the date

on which they are updated, creating a legally binding arrangement between the User and the

Company. The User’s agreement with the Company includes these Terms and the privacy policy

(“Privacy Policy”) available at the Platform (collectively the “Agreement”).

The Company reserves the right to unilaterally update, change or replace any part of these Terms

by posting updates or changes to the Platform. It is the responsibility of the Users to check this

page periodically for changes. The Users’ continued use of or access to the Platform following the

posting of any changes constitutes acceptance of those changes. As long as the User complies with

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these Terms, the Company grants the User a personal, non-exclusive, non-transferable, limited

privilege to enter and use our Platforms and services.

ACCESSING, BROWSING OR OTHERWISE USING THE SITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS UNDER THESE TERMS OF USE AND IRREVOCABLY

ACCEPTED AND AGREES TO ABIDE BY THE SAME (AS UPDATED FROM TIME TO TIME:

## **1. USER ELIGIBILITY**

The Platform can be accessed and used by the natural or legal persons, including but not limited

to sole proprietorship, LLP, HUF, firms, companies and partnerships, which can form legally binding contracts under Indian Contract Act, 1872. Only individuals who are eighteen (18) years

of age or older may use the Platform and avail Services. Users who are "incompetent to contract"

within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents,

person of unsound mind or any Users suspended or removed from system of the Company for

any reason whatsoever, etc. are not eligible to use / access the Platform. The Company reserves

the right to terminate the Users account and / or deny access to the Platform if it is brought to the

Company's notice or if it is discovered that the User does not meet the conditions herein.

As a minor if you wish to transact on the Platform, such transaction on the Platform may be made

by your legal guardian or parents. The Company reserves the right to terminate your membership

and / or refuse to provide you with access to the Platform if it is brought to the Company's notice

or if it is discovered that You are under the age of 18 years and transacting on the Platform.

## **2. PLATFORM FOR TRANSACTION AND COMMUNICATION**

The Platform is a medium through which Users meet and interact with one another for their transactions. The Company is not and cannot be a party to or control in any manner any transaction between the Platform's Users.

Henceforward:

a) All commercial/contractual terms are offered by and agreed to between customer and sellers alone. The commercial/contractual terms include without limitation price, shipping costs, payment methods, payment terms, date, period and mode of delivery,

warranties related to products and services and after sales services related to products and services. The Company does not have any control or does not determine or advise or in any way involve itself in the offering or acceptance of such commercial/contractual terms between the customers and sellers. All discounts, offers (including exchange offers) are by the Seller/Brand and not by the Company

b) Placement of order by a customer with seller on the Platform is an offer to buy the product(s) in the order by the customer to the seller and it shall not be construed as seller's acceptance of customer's offer to buy the product(s) ordered. The seller retains the right to cancel any such order placed by the customer, at its sole discretion and the customer shall be intimated of the same by way of an email/SMS. Any transaction price paid by customer in case of such cancellation by seller, shall be refunded to the customer as per the Policies of the Company or seller as the case may be. Further, the seller may

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cancel an order wherein the quantities exceed the typical individual consumption. This applies both to the number of products ordered within a single order and the placing of several orders for the same product where the individual orders comprise a quantity that exceeds the typical individual consumption. What comprises a typical individual's consumption quantity limit shall be based on various factors and at the sole discretion of the seller and may vary from individual to individual.

c) The Company does not make any representation or Warranty as to specifics (such as quality, value, saleability, etc.) of the products or services proposed to be sold or offered to be sold or purchased on the Platform. The Company does not implicitly or explicitly support or endorse the sale or purchase of any products or services on the Platform. The Company accepts no liability for any errors or omissions, whether on behalf of itself or third parties.

d) The Company is not responsible for any non-performance or breach of any contract entered into among the Users. The Company cannot and does not guarantee that the concerned customers and/or sellers will perform any transaction concluded on the Platform. The Company shall not and is not required to mediate or resolve any dispute or

disagreement between customers and sellers.

e) The Company does not make any representation or warranty as to the item-specifics (such as legal title, creditworthiness, identity, etc.) of any of its Users. You are advised to independently verify the bona fides of any particular User that You choose to deal with on the Platform and use Your best judgment in that behalf.

f) The Company does not at any point of time during any transaction between customer and seller on the Platform come into or take possession of any of the products or services offered by seller nor does it at any point gain title to or have any rights or claims over the products or services offered by seller to customer.

g) At no time shall the Company hold any right, title or interest over the products nor shall the Company have any obligations or liabilities in respect of such contract entered into between customers and sellers. The Company is not responsible for unsatisfactory or delayed performance of services or damages or delays as a result of products which are out of stock, unavailable or back ordered.

h) The Platform is only a medium that can be utilized by Users to reach a larger base to buy and sell products or services. The Company is only providing a medium for communication and it is agreed that the contract for sale of any of the products or services shall be a strictly bipartite contract between the seller and the customer.

i) You may select the products offered by sellers which may be eligible for business purchases on the Platform.

j) Upon Your purchase of product(s) eligible for business purchases, You may be able to avail the benefits of GST input tax credit. Accordingly, at Your request, an invoice containing the GSTIN as provided by You ("Tax Invoice") shall be issued to You by the seller(s) selling such products.

k) GST invoice will have, inter alia, the following details printed on it: GSTIN associated with your registered business, as provided by you.

l) Entity name of your registered business, as provided by you.

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m) For seamless availment of input tax credit, kindly mention the delivery address as the

address which is mentioned as the registered place of business as per the records of GST authority. Please note that availment of input tax credit is subject to provisions of GST Act and rules.

n) The delivery and billing addresses will be required to be the same, please note that input tax credit will be denied by GST authority if the delivery address and GSTIN in the GST invoice are of different states.

o) If GSTIN and/or business entity details are not provided by You, it will be presumed that it is a personal purchase and not a business purchase.

p) The Company is not responsible to verify the correctness of the GSTIN and/or entity name provided by You and You shall be entirely responsible to provide the accurate details.

q) The Company and seller shall not entertain any request for any revision in the GST Invoice. The Company and seller shall not be liable for Your default including for reasons associated with details provided by You.

r) The Company will not be liable in case You are not able to avail input tax credit or if input tax credit is denied to You for any reason whatsoever.

s) You shall be solely liable for all compliances required under applicable laws.

t) You agree to indemnify and hold the Company and seller harmless from all losses, claims, costs, expenses, suits, proceedings, or any other liability including any third-party claims (including any penalties imposed by governmental authorities) arising out of or in connection with (1) the GSTIN and/or entity name provided by you or the input tax credit claimed by you or your use or misuse of the GST Invoice and (2) your non-compliance with the applicable laws or (3) your use or misuse of any third-party's details including GSTIN.

u) The Company has the right to not allow business purchases on the Platform to You if a fraudulent activity is identified.

v) The seller reserves the right to not issue Tax Invoice or issue a credit note against an already issued Tax Invoice to cancel the transaction, if any fraudulent activity is identified.

w) Not all products are eligible for business purchases on the Platform and the same is solely at the discretion of the sellers. You will be able to view the eligibility of Tax Invoice on the

product page on the Platform.

x) Purchases on the Platform must only be for end consumption. Users must not use products purchased on the Platform for any commercial, promotional, resale or further distribution purposes.

y) You shall independently agree upon the manner and terms and conditions of delivery, payment, insurance etc. with the seller(s) that You transact with.

**Disclaimer:** Pricing on any product(s) as is reflected on the Platform may due to some technical

issue, typographical error or product information published by seller may be incorrectly reflected

and in such an event seller may cancel such your order(s).

z) You release and indemnify The Company and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of the Users of

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the Platform and specifically waive any claims that you may have in this behalf under any applicable law. Notwithstanding its reasonable efforts in that behalf, The Company cannot take responsibility or control the information provided by other Users which is made available on the Platform. You may find other User's information to be offensive, harmful, inconsistent, inaccurate, or deceptive. Please use caution and practice safe trading when using the Platform.

Please note that there could be risks in dealing with underage persons or people acting under

false pretence.

### **3. ACCOUNT REGISTRATION, SUSPENSION AND TERMINATION**

The User may access and view the contents of the Platform without registration on the Platform.

Also, the Users may, by registering himself / herself, create an account and become a member.

The membership is limited for the purpose of buying or selling products, subject to these Terms,

and strictly not transferable.

The Users agree to provide accurate, current and complete information during the registration

process and to update such information to keep it accurate, current and complete.

The Users are required to enter a valid phone number while registering on the Company's Platform. By registering their phone numbers with the Company, the Users consent to be contacted by the Company via phone calls, SMS notifications or instant messages, in case of verifications and in case of subscription/service/promotional updates. The Users may opt of subscription/service/promotional updates.

Upon registration, the Users may be required to complete a verification process as part of setting

up their accounts. Once set up, the Users are responsible for maintaining the confidentiality of

their account information, and are fully responsible for all activities that occur through their accounts. Should there be instances of any unauthorized use of their accounts or any other breach

of security, the Users are required to notify the Company to stop processing requests from their

accounts, until further instructions.

It is the responsibility of the Users to provide correct mobile number so that the Company can

communicate with the Users via SMS. The Users understand and agree that if the Company sends

an SMS but the Users do not receive it because the Users' mobile number is incorrect or out of

date or blocked by the Users; service provider, or the Users are otherwise unable to receive SMS,

the Company shall be deemed to have provided the communication to the Users effectively.

The Company reserves the right to suspend or terminate the account or access to the Platform

including blocking any amounts due to the User and associated account -

**1.** if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete; and/or



2. if, in the Company's assessment, the User has (a) charged an unreasonably high price; (b) unreasonable instances of returns and/or cancellations initiated; (c) engaged in actions that are fraudulent, negligent or derogatory to the Company's interests.

3. if the Users are found to be non-compliant with the Terms, Policies and/or the Privacy Policy as the case may be.

On registration, the Users will receive a password protected account and an identification. The

Users agree to:

1. maintain the confidentiality of their password;
2. take full responsibility for all activities by Users accessing the Platform through their account;
3. immediately notify the Company of any unauthorised use of their account or any other breach of security that they become aware of; and
4. ensure that they exit from their account at the end of each session.

The Users are solely responsible for all activities that occur under their account and that all purchases made by them are intended for sale or consumption in the course of their business activities.

It shall be the responsibility of the User to treat the user identification code, password and any

other piece of information that is provided by the Company, as part of the security procedures, as

confidential and not disclose the same to any person or entity other than the Company. The Company shall at times and at their sole discretion reserve the right to disable any user identification code or password if the Users have failed to comply with any of the provisions of

these Terms, Policies and/or the Privacy Policy as the case may be.

Notwithstanding anything to the contrary herein, the Users acknowledge and agree that they shall

have no ownership or other property interest in their account, and further acknowledge and agree that all rights in and to their account are and shall forever be owned by and inure to the

benefit of the Company. However, any and every activity undertaken by a User under his/her account shall be the sole responsibility of such User and the Company shall not be liable for such activity in any manner.

#### **4. AMENDMENT TO THE TERMS**

The Company reserves the right to change, modify, amend, or update these Terms and/ or the

Agreement from time to time and such amended provisions of these Terms and/ or the

Agreement shall be effective immediately upon being posted on the Platform. If the Users do not

agree with such provisions, the Users must stop using the Platform with immediate effect. The

Users' continued use of the Platform will be deemed to signify their acceptance of the amended

provisions of these Terms and/ or the Agreement.

#### **5. COMMUNICATIONS**

The Company urges the users to beware of fake offers and fraudulent callers/messengers who

may impersonate themselves as representatives of the Company. The Company's authorised

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representatives will never contact the Users to demand money for prizes or ask for

password/PIN/CVV. In the event you are asked for confidential details by anyone posing as the

Company's representatives, please ask them to communicate with You through email and only

respond to emails from the Company domain.

When You use the Platform or send emails or other data, information or communication to Us,

You agree and understand that You are communicating with Us through electronic records and

You consent to receive communications via electronic records from Us periodically and as and

when required. We may communicate with you by email or by such other mode of

communication, electronic or otherwise.

## **6. ORDERS AND FINANCIAL TERMS**

The Platform allows Users to place orders for the products sold by various sellers and the Company will, subject to the terms and conditions set out herein, facilitate the placement of orders for the products to the Users. The Company does not own, sell, resell products on its own

and/or does not control the sellers. The Company reserves the right to delist any product from

the Platform.

The Users understand that any order that they place shall be subject to the terms and conditions

set out in these Terms, and any terms and conditions imposed by the sellers concerned.

On receipt of an order from a User, the Company shall send electronically a confirmation of such

order to the seller and the User concerned. Further, the Company may inform the Users about the

availability or unavailability or change in price of the order as informed by the seller concerned.

Confirmation of the order shall be treated as final.

All commercial/contractual terms are offered by and agreed to between sellers and the Users

alone. The commercial/contractual terms include without limitation, price, shipping costs, payment methods, payment terms, date, period and mode of delivery, warranties related to products, etc. The Company does not have any control or does not determine or advise or in any

way involve itself in the offering or acceptance of such commercial/contractual terms between

the sellers and the Users. All discounts and offers are by the sellers and not by the Company.

The Users acknowledge and agree that the Company may, at the request of the seller, act as the

payment agent for the limited purpose of accepting payments from them on behalf of the seller.

Upon payment of the amounts to the Company, which are due to the seller, the payment obligation

to the seller for such amounts is completed, and the Company will be responsible for remitting

such amounts, to the seller. The Users understand, accept and agree that the payment facility

provided by the Company is neither a banking nor financial service but is merely a facilitator providing a third-party payment processor for the transactions on the Platform. Further, by providing payment facility, the Company is neither acting as a trustee nor acting in a fiduciary

capacity with respect to the transaction or the transaction price. The Company will not be liable

for any charges made by the Users bank in relation to payment of the total amount.

The Users agree to provide current, complete and accurate purchase and account information for

all purchases made at on the Platform. The Company agrees to promptly update the Users account

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and other information, including email addresses and credit card numbers and expiration dates,

so that the Company can complete the transactions.

In connection with any order, information such as name, billing address and credit card information will have to be provided either to the Company or the third party payment processor.

If the Users are directed to the third party payment processor, they may be subject to terms and

conditions governing use of that third party's service and that third party's personal information

collection practices. Users are requested to review such terms and conditions and privacy policy

before using the Platform.

The Company merely collects the payment on behalf of the seller. All applicable taxes and levies,

the rates thereof and the manner of applicability of such taxes on the documents are being

charged and determined by the seller. The Company holds no responsibility for the legal correctness/validity of the levy of such taxes. The sole liability with respect to any legal issue arising on the taxes payable shall be with the seller.

The transaction is bilateral between the sellers and the Users and, the Company is not liable to

charge or deposit any taxes applicable on such transaction. The sellers are bound by, including

without limitation, the following laws:

1. The Legal Metrology Act, 2009 and Legal Metrology (Packaged Commodities) Rules, 2011 (Packaging Rules);
2. Drugs and Cosmetics Act, 1940 (D&C Act) and Drugs and Cosmetics Rules, 1945 (D&C Rules);
3. Bureau of Indian Standards (BIS)/FDA
4. Food Safety and standard Act, 2006, Food Safety and Standard (Packaging and labelling) Regulation 2011, (FSS Packaging Regulation) Food Safety and Standard (Food Product Standard and Food Additive) Regulation, 2011 (FSS Standard Regulations) and Food Safety and Standard (food or Health Supplements, Nutraceuticals, Food for Special Special Medical Purpose, Functional Food and Novel Food) Regulation 2016 (FSS Supplement Regulation).
5. Essential Commodities Act, 1955 and rules made thereunder, if applicable.

As per above mentioned acts and regulations and any other relevant law in place during the tenure of this association, the Company understands that there is an obligation on the seller to

ensure that the package in which the products are sold complies with labelling and packing requirements and other laws that may be prescribed in this regard. Hence, it shall be the sole

responsibility of the seller to comply with applicable laws and the Company shall not be held responsible in any manner. The sellers shall indemnify the Company and the Platform for any harm or loss in relation to contravention of above regulations.

## **7. USE OF THE PLATFORM**

The Users agree, undertake and confirm that their use of the Platform shall be strictly governed

by these Terms, Policies and the Privacy Policy. The Users shall not host, display, upload, download, modify, publish, transmit, update or share any information which:

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- a) belongs to another person and to which the user does not have any right to;
- b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, slanderous, criminally inciting or invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
- c) is misleading in any way;
- d) promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
- e) involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
- f) is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;
- g) harasses or advocates harassment of another person;
- h) harm minors in any way;
- i) infringes upon or violates any third party's rights including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity;
- j) promotes an illegal or unauthorized copy of another person's copyrighted work (see "Copyright complaint" below for instructions on how to lodge a complaint about uploaded copyrighted material), such as providing pirated computer programs or links to them,

- providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- k) tries to gain unauthorized access or exceeds the scope of authorized access to the Platform or to the profiles, blogs, communities, account information, or other areas of the Platform or solicits passwords or personal identifying information for commercial or unlawful purposes from other Users;
- l) interferes with another User's use and enjoyment of the Platform or any third party users enjoyment of similar services;
- m) refers to any website or URL that, in our sole discretion, contains material that is inappropriate for the Platform or any other website, contains content that would be prohibited or violates the spirit of these Terms;
- n) violates any law for the time being in force;
- o) contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
- p) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- q) provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
- r) impersonates another person;
- s) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;

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- t) contains software viruses or other computer code, file or programming routines that may or designed to destroy, damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
- u) contains video, photographs, or images of another person (with a minor or an adult);
- v) tries to gain unauthorized access or exceeds the scope of authorized access to the Platform or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Platform or solicits passwords or personal identifying information

for commercial or unlawful purposes from other users;

w) engages in commercial activities and/or sales without Our prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" products related to the Platform. Throughout this Terms, the Company's prior written consent means a communication coming from the Company's Compliance / Legal Department, specifically in response to Your request, and specifically addressing the activity or conduct for which You seek authorization;

x) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation;

y) solicits gambling or engages in any gambling activity which We, in Our sole discretion, believes is or could be construed as being illegal;

z) shall not be false, inaccurate or misleading;

aa) shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.

bb) shall not create liability for Us or cause Us to lose (in whole or in part) the services of Our

internet service provider ("ISPs") or other suppliers;

By using the Platform, the Users represent and warrant that:

a) Users shall not use any "deep-link", "page-scrape", "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 Platform or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Platform. The Company reserve its right to bar any such activity.

b) All registration information submitted by the Users is truthful, lawful and accurate;

c) The Users use of the Platform shall be solely for their use and they shall not authorize



others to use the account;

d) The Users will not submit, post, upload, distribute, or otherwise make available or transmit any information that: (i) is defamatory, abusive, harassing, insulting, threatening, or that could be deemed to be stalking or constitute an invasion of a right of privacy of another person; (ii) is bigoted, hateful, or racially or otherwise offensive; (iii) is violent, vulgar, obscene, pornographic or otherwise sexually explicit; (iv) is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them;

e) All necessary licenses, consents, permissions and rights are owned by the Users and there is no need for any payment or permission or authorization required from any other party

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or entity to use, distribute or otherwise exploit in all manners permitted by these Terms, Policies and Privacy Policy, all trademarks, copyrights, patents, trade secrets, privacy and publicity rights and / or other proprietary rights contained in any content that the Users submit, post, upload, distribute or otherwise transmit or make available;

f) The Users will not use the Platform in any way that is unlawful, or harms the Company or any other person or entity;

g) The Users will not post, submit, upload, distribute, or otherwise transmit or make available any software or other computer files that contain a virus or other harmful component, or otherwise impair or damage the Platform or any connected network, or otherwise interfere with any person or entity's use or enjoyment of the Platform;

h) The Users will not use another person's username, password or other account information, or another person's name, likeness, voice, image or photograph or impersonate any person or entity or misrepresent your identity or affiliation with any person or entity;

i) The Users will not delete or modify any content of the Platform, including but not limited to, disclaimers or proprietary notices such as copyright or trademark symbols, logos;

j) The Users will not post or contribute any information or data that may be obscene, indecent, pornographic, vulgar, profane, racist, sexist, discriminatory, offensive,

derogatory, harmful, harassing, threatening, embarrassing, malicious, abusive, hateful, menacing, defamatory, untrue or political or contrary to our interest;

k) The Users shall not access the Platform without authority or use the Platform in a manner that damages, interferes or disrupts, any part of the Platform or any equipment or any network on which the Platform is stored or any equipment of any third party;

l) The Users will always be in compliance with applicable laws;

m) The Users release and fully indemnify the Company and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of the Users of the Platform and specifically waive any claims that the Users may have in this behalf under any applicable laws of India. Notwithstanding its reasonable efforts in that behalf, the Company cannot take responsibility or control the information provided by other Users which is made available on the Platform.

n) The Users shall not attempt to gain unauthorized access to any portion or feature of the Platform, or any other systems or networks connected to the Platform by any means. The Users shall not probe, scan or test the vulnerability of the Platform nor breach the security or authentication measures on the Platform or any network connected to the Platform.

o) The Users agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Platform or any transaction being conducted on the Platform, or with any other person's use of the Platform. The Users may not use the Platform or any of its content for any purpose that is unlawful or prohibited by these Terms, Policies or the Privacy Policy.

p) The Users shall at all times ensure full compliance with the applicable provisions, as amended from time to time, including that of (i) the Information Technology Act, 2000 and the rules thereunder; (ii) all applicable domestic laws, rules and regulations (including the provisions of any applicable exchange control laws or regulations in force); and (iii) international laws, foreign exchange laws, statutes, ordinances and regulations (including, but not limited to Direct and Indirect Taxes applicable as per current statute in the country) regarding the use of the Platform and listing, purchase, solicitation of offers

to purchase, and sale of products or Services. The Users shall not engage in any transaction which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.

q) In order to allow the Company to use the information supplied by the Users, without violating any rights or any laws, the Users agree to grant the Company a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights. The Company will only use the information in accordance with these Terms and Privacy Policy available at <https://kickyoutfits.in/> applicable to use of the Platform.

From time to time, the sellers shall be responsible for providing information relating to the products proposed to be sold by them. In this connection, the sellers undertake that all such information shall be accurate in all respects. The sellers shall not exaggerate or overemphasise

the attributes of such products so as to mislead other Users in any manner.

The Company reserves the right, but has no obligation, to monitor the materials posted on the

Platform. The Company shall have the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit of these Terms.

In no event shall the Company assume any responsibility or liability for any content posted or for

any claims, damages or losses resulting from use of content and/or appearance of content on the

Platform.

NOTWITHSTANDING THIS RIGHT, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST ON THE PLATFORM AND IN YOUR PRIVATE MESSAGES. PLEASE BE ADVISED THAT SUCH CONTENT POSTED DOES NOT NECESSARILY REFLECT THE COMPANY'S VIEWS.

The Company shall have all the rights to take necessary action and claim damages that may occur

due to the Users involvement/participation in any way either on their own or through group/s of

people, intentionally or unintentionally in hacking.

The Users understand that their content, may be transferred, unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

The Users understand and acknowledge that the use of the Platform requires internet connectivity and telecommunication links. The Users shall bear the costs incurred to access and use the Platform and avail the Services, and the Company shall not, under any circumstances whatsoever, be responsible or liable for such costs.

#### **8. ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

The Company is not responsible for any inaccuracy, incompleteness or outdated information made available on the Platform, either provided by the Users or the sellers. The material on the

Platform is provided for general information only and should not be relied upon or used as the

sole basis for making decisions without consulting primary, more accurate, more complete or

more timely sources of information. The Users agree that, the Company does not own any

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responsibility or obligation whatsoever towards either ensuring the accuracy of the information

provided by the Users. Any reliance on the material on the Platform is at the Users' own risk.

The Platform may contain certain historical information. Historical information, necessarily, is

not current and is provided for your reference only. The Company reserves the right to modify

the contents of the Platform at any time, but has no obligation to update any information on the

Platform. The Users agree that it is their responsibility to monitor changes to the Platform.

Occasionally there may be information on the Platform that contains typographical errors, inaccuracies or omissions that may relate to information pertaining to the products, pricing,

promotions, offers, shipping charges, transit times and availability. The Company reserves the right to correct any errors, inaccuracies or omissions, and to change or update information if any information on the Platform is inaccurate at any time without prior notice.

The Company undertakes no obligation to update, amend or clarify information in the Platform,

including without limitation, pricing information, except as required by law. No specified update

or refresh date applied to the Platform, should be taken to indicate that all information on the

Platform or pertaining to the Services have been modified or updated.

## **9. DISCLAIMERS OF WARRANTY AND LIMITATION OF LIABILITY**

THE COMPANY ENDEAVOURS TO MAKE THE PLATFORM AVAILABLE DURING THE COMPANY'S WORKING HOURS. HOWEVER, THE COMPANY DOES NOT REPRESENT THAT ACCESS TO THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, ERROR FREE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT SUCH DEFECTS WILL BE CORRECTED.

THE COMPANY DOES NOT WARRANT THAT THE PLATFORM WILL BE COMPATIBLE WITH ALL HARDWARE AND SOFTWARE WHICH IS USED BY THE USERS. THE COMPANY SHALL NOT BE LIABLE FOR DAMAGE TO, OR VIRUSES OR OTHER CODE THAT MAY AFFECT, ANY EQUIPMENT, SOFTWARE, DATA OR OTHER PROPERTY AS A RESULT OF DOWNLOADING AND INSTALLING THE PLATFORM.

THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION AVAILABLE ON

THE PLATFORM WILL BE CORRECT, ACCURATE OR OTHERWISE RELIABLE. THE SELLERS TAKE SOLE RESPONSIBILITY FOR THE CORRECTNESS OF THE DETAILS PERTAINING TO SPECIFICS (SUCH AS QUALITY, VALUE, SALEABILITY, ETC) OF THE PRODUCTS PROPOSED TO BE SOLD OR OFFERED TO BE SOLD OR PURCHASED ON THE PLATFORM. THE COMPANY DOES NOT IMPLICITLY OR EXPLICITLY SUPPORT OR ENDORSE THE SALE OR PURCHASE OF ANY PRODUCTS NOR PROVIDE ANY WARRANTEE/GUARANTEE OF THE PRODUCTS SOLD TO THE USERS, AND IN NO EVENT SHALL SUCH PRODUCTS BE THE RESPONSIBILITY OF THE COMPANY.

THE COMPANY IS NOT RESPONSIBLE FOR ANY NON-PERFORMANCE OR BREACH OF ANY CONTRACT ENTERED INTO BETWEEN THE SELLERS AND THE USERS. THE COMPANY CANNOT AND DOES NOT GUARANTEE THAT THE CONCERNED SELLERS WILL PERFORM ANY TRANSACTION CONCLUDED ON THE PLATFORM. THE COMPANY SHALL NOT AND IS NOT REQUIRED TO MEDIATE OR RESOLVE ANY DISPUTE OR DISAGREEMENT BETWEEN THE USERS CONCERNED.

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THE COMPANY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE ITEMSPECIFICS

(SUCH AS LEGAL TITLE, CREDITWORTHINESS, IDENTITY, ETC) OF ANY OF ITS USERS.

The Company does not at any point of time during any transaction between any seller and a User

take possession of any of the products offered nor does it at any point gain title to or have any

rights or claims over such products. At no time shall the Company hold any right, title or interest

over the products nor shall the Company have any obligations or liabilities in respect of such contract entered into between the Users. The Company is not responsible for damages or delays

as a result of products which are out of stock, unavailable or back ordered.

THE COMPANY ONLY PROVIDES A PLATFORM FOR COMMUNICATION AND IT IS AGREED THAT

THE CONTRACT FOR SALE OF ANY OF THE PRODUCTS SHALL BE A STRICTLY BIPARTITE CONTRACT BETWEEN THE SELLERS AND THE USERS CONCERNED.

THE COMPANY SHALL NOT BE LIABLE FOR ANY MISUSE OF THE INFORMATION SHARED BY THE USERS WITH IT; OR THROUGH THE USERS PROFILE; OR WITH A THIRD PARTY ON THE PLATFORM, CHAT ROOMS, FORUMS, OR COMMENTS.

THE PLATFORM MAY BE UNDER CONSTANT UPGRADES, AND SOME FUNCTIONS AND FEATURES MAY NOT BE FULLY OPERATIONAL. THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED WITH RESPECT TO THE RECORDS AND OTHER DATA

THAT IS MADE AVAILABLE BY IT TO THE USERS.

The Company makes no representation or warranty that: (i) the Platform will be accurate or reliable; (ii) the Platform will be uninterrupted, timely, secure, or error-free; (iii) any information

that may be obtained from the use of the Platform will be accurate, timely or complete; or (iv) any

errors in any software used on the site or in connection with the Platform will be corrected.

The Company does not represent any of the Users or sellers, and disclaims any liability with respect to any error or inconsistency with respect to any information relating to such sellers or

Users displayed on the site. Any information provided with respect to the Users and fees payable

is subject to change without notice. Any trademark, word mark or intellectual property of any

Users or sellers belongs to such Users/sellers alone, and the Company has no right or claim over

the same.

Users acknowledge and agree that the Company is not an arbitrator or judge of disputes concerning intellectual property and it cannot, by any means, verify that any seller selling or supplying merchandise on the Platform have the right to sell the products. The Company encourages Users to assist it in identifying listings on the Platform, which, according to the Users'

knowledge or belief infringe their rights or third party rights.

The Users further acknowledge and agree that by taking down a listing, the Company does not

and cannot be deemed to be endorsing a claim of infringement and further in those instances in

which the Company declines to take down a listing, the Company does not and cannot be deemed

to be endorsing that the listing is not infringing of third party rights or endorsing any sale or supply of merchandise or services pursuant to or on account of such listing.

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The Company reserves the right in its sole discretion to remove any

material/content/photos/offers displayed on the Platform which in the Company's reasonable

belief is unlawful or could subject the Company to liability or is in violation of these Terms or is

otherwise found inappropriate in the Company's opinion. The Company reserves the right to cooperate with any investigation in this regard.

The Company reserves the right to suspend or terminate the account of a User as deemed appropriate by it. Users agree that the Company shall have no liability to any Users, including liability in respect of consequential or any other damages, in the event the Company takes any of

the actions mentioned in this clause.

The Company is not responsible and will have no liability for: (i) any content or products provided

by any persons or entities other than the Company; (ii) damages of any kind that result from the

downloading of any data or any other materials on the site or through the Platform; or (iii) the

failures of the internet or any data or telecommunications equipment, system or network used in

connection with the Platform.

The Company shall not be liable for: any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation any financial losses, loss of data, replacement costs, or any similar damages, whether based in contract, tort, strict liability or otherwise, arising from the use of the Platform, or for any other

claim related in any way to the use of the Platform, including, but not limited to, any errors or

omissions in any content, or any loss or damage of any kind incurred as a result of the use of the

Platform or any content posted, transmitted, or otherwise made available via the Platform, even

if advised of their possibility.



The Company or its employees, affiliates, authors or agents shall not be liable to any party for any

losses or injury arising out of or relating to the information provided on the Platform. In no event

will the Company or its employees, affiliates, authors or agents be liable to the Users or any third

party for any decision made or action taken by the Users. Inter-alia, the Company does not guarantee that:

1. The Platform will meet the Users' expectations; or
2. The Platform will be accessible without interruption or in a timely, reliable, or fault-free manner; or
3. The results obtained through use of the Platform will be correct and reliable; or
4. The quality of the products, services, information, or other material purchased or obtained by the User through the Platform will meet the User's expectations.

The Users shall be solely responsible for damages to their data system or for loss of data arising

from download of content from the Platform. No guidance or information, written or oral, obtained from the Company or via the Platform, shall constitute any warranty, unless stated otherwise.

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## **10. SELLING**

Sellers are permitted to list products for sale or offer for sale on the Platform in accordance with

the Terms and Policies which are incorporated by way of reference in this Terms of use of Platform. The sellers represent and warrant that they are legally able to sell or list the products

on the Platform; and the listed items do not infringe upon the intellectual property, trade secret

or other proprietary rights or rights of publicity or privacy rights of third parties. The sellers and

the Users agree that the Company is not responsible for any of the activities undertaken by the

seller as well as the Users as aforesaid.

## **11. PRIVACY**

All information about Users that are collected, stored or transmitted in any way on the Platform,

including any registration information, is subject to our Privacy Policy (the "Privacy Policy"), available at Privacy Policy

The information collected by the Company through the Platform includes Users' mobile number,

bank details and KYC for the limited purpose of fulfilling transactions on the Platform.

Compilation of user accounts and user accounts bearing contact number and e-mail addresses

are owned by the Company.

The Users agree that information about their use of the Platform through their mobile telecommunication device may be communicated to the Company, and the Company may obtain

information from the Users' mobile carrier or mobile device. In addition, use of the Platform through a mobile telecommunication device may cause data to be displayed on and through the

Users' mobile device. By accessing the Platform using a mobile telecommunication device, the

Users represent that to the extent they import any of their data to their mobile telecommunication

device they have authority to share the transferred data with their mobile carrier or other access

provider.

The Users agree to promptly update their account information in the event of change or deactivation of their mobile account to ensure that the messages intended for them are not sent

to another person. Failure to do so is the sole responsibility of the Users. The Users acknowledge

that they are responsible for all charges and necessary permissions related to accessing the Platform through their mobile access provider. The Company urges the Users to check with their

providers to find out if the Platform is available on their mobile devices.

## **12. DISCLOSURE**

The Company may disclose personal information to third parties. This disclosure may be required

for the Company to provide you access to our services, to comply with our legal obligations, to

enforce our User Agreement, to facilitate our marketing and advertising activities, or to prevent,

detect, mitigate, and investigate fraudulent or illegal activities related to our services. The

Company do not disclose your personal information to third parties for their marketing and advertising purposes without your explicit consent.

The Company may disclose personal information if required to do so by law or in the good faith

belief that such disclosure is reasonably necessary to respond to summons, court orders, or other

legal process. We may disclose personal information to law enforcement offices, third party rights

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owners, or others in the good faith belief that such disclosure is reasonably necessary to: enforce

our Terms or Privacy Policy; respond to claims that an advertisement, posting or other content

violates the rights of a third party; or protect the rights, property or personal safety of our users

or the general public.

The Users acknowledge, consent and agree that the Company may access, preserve and disclose

their account information if required to do so by law or in a good faith belief that such access,

preservation or disclosure is reasonably necessary to:

1. comply with legal process nationally or internationally;
2. enforce these Terms;
3. respond to the Users' requests for service or complete the Users' tasks;

4. protect the rights, property or personal safety of the Company, its subscribers and the public, or pursuant to the terms of the Privacy Policy.

We and our affiliates will share / sell some or all of your personal information with another business entity should we (or our assets) plan to merge with, or be acquired by that business entity, or re-organization, amalgamation, restructuring of business. Should such a transaction

occur that other business entity (or the new combined entity) will be required to follow this privacy policy with respect to your personal information.

### **13. SERVICES**

#### **Payment**

While availing any of the payment method/s available on the Platform, the Company will not be

responsible or assume any liability, whatsoever in respect of any loss or damage arising directly

or indirectly to You due to:

- a) Lack of authorization for any transaction/s, or
- b) Exceeding the pre-set limit mutually agreed by You and between "Bank/s", or
- c) Any payment issues arising out of the transaction, or
- d) Decline of transaction for any other reason/s

All payments made against the purchases/services on Platform by you shall be compulsorily in

Indian Rupees acceptable in the Republic of India. Platform will not facilitate transaction with

respect to any other form of currency with respect to the purchases made on Platform.

Before shipping / delivering your order to you, seller may request you to provide supporting documents (including but not limited to Govt. issued ID and address proof) to establish the ownership of the payment instrument used by you for your purchase. This is done in the interest

of providing a safe online shopping environment to Our Users.

Further:

- a) Transactions, transaction price and all commercial terms such as Delivery, Dispatch of

products and/or services are as per principal to principal bipartite contractual obligations between the customer and seller and payment facility is merely used by the customer and seller to facilitate the completion of the transaction. Use of the payment facility shall not render the Company liable or responsible for the non-delivery, nonreceipt, non-payment, damage, breach of representations and warranties, non-provision of after sales or warranty services or fraud as regards the products and /or services listed on the Company's Platform.

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b) You have specifically authorized the Company or its service providers to collect, process, facilitate and remit payments and / or the transaction price electronically or through Cash on Delivery to and from other Users in respect of transactions through payment facility. Your relationship with the Company is on a principal to principal basis and by accepting these Terms you agree that the Company is an independent contractor for all purposes, and does not have control of or liability for the products or services that are listed on the Platform that are paid for by using the payment facility. The Company does not guarantee the identity of any User nor does it ensure that a customer and a seller will complete a transaction.

c) You understand, accept and agree that the payment facility provided by the Company is neither a banking nor financial service but is merely a facilitator providing an electronic, automated online electronic payment, receiving payment through Cash On Delivery, collection and remittance facility for the transactions on the Company Platform using the existing authorized banking infrastructure and Credit Card payment gateway networks. Further, by providing payment facility, the Company is neither acting as trustees nor acting in a fiduciary capacity with respect to the transaction or the transaction price.

**Payment Facility for Customer:**

a) You, as a customer, understand that upon initiating a transaction You are entering into a legally binding and enforceable contract with the seller to purchase the products and /or services from the seller using the payment facility, and You shall pay the transaction price through Your issuing bank to the seller using payment facility.

b) You, as a customer, may agree with the seller through electronic communication and electronic records and using the automated features as may be provided by payment facility on any extension / increase in the dispatch and/or delivery time and the transaction shall stand amended to such extent. Any such extension / increase of dispatch / delivery time or subsequent novation / variation of the transaction should be in compliance with payment facility rules and Policies.

c) You, as a customer, shall electronically notify payment facility using the appropriate Company Platform features immediately upon delivery or non-delivery within the time period as provided in Policies. Non notification by You of delivery or non-delivery within the time period specified in the Policies shall be construed as a deemed delivery in respect of that transaction. In case of Cash On Delivery transactions, customer is not required to confirm the receipt of products or services.

d) You, as a customer, shall be entitled to claim a refund of the transaction price (as Your sole and exclusive remedy) in case You do not receive the delivery within the time period agreed in the transaction or within the time period as provided in the Policies, whichever is earlier. In case you do not raise a refund claim using Platform features within the stipulated time than this would make You ineligible for a refund.

e) You, as a customer, understand that the payment facility may not be available in full or in part for certain category of products and/or services and/or transactions as mentioned in the Policies and hence You may not be entitled to a refund in respect of the Transactions for those products and /or services

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f) Except for Cash On Delivery transaction, refund, if any, shall be made at the same issuing bank from where transaction price was received, or through any other method available on the Platform, as chosen by You.

g) For Cash On Delivery transactions, refunds, if any, will be made via electronic payment transfers.

h) Refund shall be made in Indian Rupees only and shall be equivalent to the transaction price received in Indian Rupees.

- i) For electronics payments, refund shall be made through payment facility using NEFT / RTGS or any other online banking / electronic funds transfer system approved by Reserve Bank India (RBI).
- j) Refunds may be supported for select banks. Where a bank is not supported for processing refunds, You will be required to share alternate bank account details with us for processing the refund.
- k) Refund shall be conditional and shall be with recourse available to Company in case of any misuse by customer.
- l) We may also request you for additional documents for verification.
- m) Refund shall be subject to customer complying with Policies.
- n) Company reserves the right to impose limits on the number of transactions or transaction price which Company may receive from on an individual Valid Credit/Debit/ Cash Card / Valid Bank Account/ and such other infrastructure or any other financial instrument directly or indirectly through payment aggregator or through any such facility authorized by Reserve Bank of India to provide enabling support facility for collection and remittance of payment or by an individual customer during any time period, and reserves the right to refuse to process Transactions exceeding such limit.
- o) Company reserves the right to refuse to process transactions by customers with a prior history of questionable charges including without limitation breach of any agreements by customer with Company or breach/violation of any law or any charges imposed by issuing bank or breach of any policy.
- p) Company may do such checks as it deems fit before approving the receipt of/customers commitment to pay (for Cash On Delivery transactions) transaction price from the customer for security or other reasons at the discretion of Company. As a result of such check if Company is not satisfied with the creditability of the Customer or genuineness of the Transaction or other reasons at its sole discretion, Company shall have the right to reject the receipt of / customers commitment to pay transaction price. For avoidance of doubt, it is hereby clarified that the 'Cash on Delivery' feature for payment, may be disabled for certain account users, at the sole discretion of Company.

q) Company may delay notifying the payment confirmation i.e. informing Seller to Dispatch, if Company deems suspicious or for Customers conducting high transaction volumes to ensure safety of the Transaction and Transaction Price. In addition, Company may hold Transaction Price and Company may not inform Seller to Dispatch or remit Transaction Price to law enforcement officials (instead of refunding the same to Customer) at the request of law enforcement officials or in the event the Customer is engaged in any form of illegal activity.

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r) The Customer and Seller acknowledge that Company will not be liable for any damages, interests or claims etc. resulting from not processing a Transaction/Transaction Price or any delay in processing a Transaction/Transaction Price which is beyond control of Company.

**Compliance with Laws:**

a) As required by applicable law, if the customer makes a purchase of an amount equal to or above INR 2,00,000.00, the customer will be required to upload a scanned copy of his/her PAN card on the Platform, within 4 days of making the purchase, failing which, the purchase made by the Customer will be cancelled. The requirement to submit the PAN card arises only once and if it has been submitted once by the customer, it need not be submitted again. The order of the customer shall stand cancelled if there is a discrepancy between the name of the customer and the name on the PAN Card.

b) customer and seller shall comply with all the applicable laws (including without limitation Foreign Exchange Management Act, 1999 and the rules made and notifications issued there under and the Exchange Control Manual as may be issued by Reserve Bank of India from time to time, Customs Act, Information and Technology Act, 2000 as amended by the Information Technology (Amendment) Act 2008, Prevention of Money Laundering Act, 2002 and the rules made there under, Foreign Contribution Regulation Act, 1976 and the rules made there under, Income Tax Act, 1961 and the rules made there under, Export Import Policy of government of India) applicable to them respectively for using Payment Facility and Company Platform.



**Customer's arrangement with Issuing Bank:**

a) All Valid Credit / Debit/ Cash Card/ and other payment instruments are processed using a Credit Card payment gateway or appropriate payment system infrastructure and the same will also be governed by the terms and conditions agreed to between the Customer and the respective Issuing Bank and payment instrument issuing company.

b) All Online Bank Transfers from Valid Bank Accounts are processed using the gateway provided by the respective Issuing Bank which support Payment Facility to provide these services to the Users. All such Online Bank Transfers on Payment Facility are also governed by the terms and conditions agreed to between Customer and the respective Issuing Bank.

**14. THIRD PARTY LINKS**

Certain content or products available via the Platform may include materials from third-parties.

Third-party links on the Platform may direct the Users to third-party websites that are not affiliated with the Company. The Company is not responsible for examining or evaluating the content or accuracy and does not warrant and will not have any liability or responsibility for any

third-party materials or websites, or for any other materials, products, or services of thirdparties.

Subject to the provisions of the section 79 of the Information Technologies Act, 2000 and rules

made thereunder and notwithstanding anything contained in any law for the time being in force,

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the Company is not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third party

information, data, or communication link. Please review carefully the third-party's policies and

practices and make sure to understand them before engaging in any transactions.

Complaints,

claims, concerns, or questions regarding third-party products should be directed to the thirdparty.

## **15. OPTIONAL TOOLS**

The Company may provide you with access to third-party tools over which Company neither monitors nor has any control nor input. The Users acknowledge and agree that access to such

tools is in an “as is” and “as available” basis, without any warranties, representations or conditions of any kind and without any endorsement. The Company shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by the Users of the optional tools offered through the Platform is entirely at their own

risk and discretion and it is the responsibility of the Users that they ensure that they are familiar

with and approve of the terms on which tools are provided by the relevant third-party provider(s).

The Company may also, in the future, offer new features through the Platform (including, the

release of new tools and resources). Such new features shall also be subject to these Terms of

Service.

## **16. SECURITY COMPONENTS**

The Users understand that the Platform and software embodied within the Platform may include

security components that permit digital materials to be protected, and that use of these materials

is subject to usage rules set by the Company or other parties that facilitate the same. The Users

agree that they will not attempt to override, disable, circumvent or otherwise interfere with any

such security components and usage rules embedded in the Platform.

## **17. INTELLECTUAL PROPERTY**

The Company is either the owner of intellectual property rights or has the non-exclusive,

worldwide, perpetual, irrevocable, royalty free, sub-licensable (through multiple tiers) right to

exercise the intellectual property, on the Platform, and on the material published on it in cases

where it may be so construed. The Users acknowledge that the copyright in the information shared with the Company by the sellers or other content providers may vest in such persons and

not in the Company unless otherwise stated.

'Kicky Outfits' and related icons, banners and logos whether registered or unregistered are the

trademarks of the Company and are protected under applicable copyright, trademark and other

proprietary and intellectual property laws. Users' unauthorized adoption copying, modification,

use or publication of these marks is strictly prohibited.

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All Content including Information (defined below) is copyrighted to the Company excluding any

third-party content including without limitation, content shared by sellers and any links to any

third-party websites being made available or contained on the Platform. Users may not use any

trademark, service mark or logo of any independent third parties without prior written approval

from such parties.

The Users must not modify the paper or digital copies of any materials printed or downloaded in

any way, and they must not use any illustrations, photographs, video or audio sequences or any

graphics separately from any accompanying text.

The Users must not use any part of the materials on the Platform for commercial purposes without obtaining a licence to do so from the Company. All rights, not otherwise claimed under

these Terms by the Company are hereby reserved.

Any information or advertisements contained on, distributed through, or linked, downloaded or accessed from the Platform or any offer displayed on the Platform (“Information”) is intended, solely to provide general information for the personal use of the Users, who fully accept any and all responsibility and liabilities arising from and out of the use of such Information.

The Company does not represent, warrant or endorse in any manner the accuracy or reliability of such Information, or the quality of any products and/or services obtained by the Users as a result of any such Information.

The Information is provided “as is” with no guarantee of completeness, accuracy, timeliness or of

the results obtained from the use of the Information, and without warranty of any kind, express

or implied, including, but not limited to warranties of performance, merchantability and fitness

for a particular purpose. Nothing contained in these Terms shall to any extent substitute for the

independent investigations and the sound technical and business judgment of the Users.

In no event shall the Company be liable for any direct, indirect, incidental, punitive, or consequential damages of any kind whatsoever with respect to the User(s) use of such products.

## **18. CONTACT US**

Please [contact us] for any questions or comments (including all inquiries unrelated to copyright

infringement) regarding this Platform.

## **19. GRIEVANCE OFFICER**

In accordance with Information Technology Act 2000 and rules made there under and the Consumer Protection (E-Commerce) Rules, 2020, the name and contact details of the Grievance

Officer are provided below:

**Mr. Abhay Rathour**

**Kicky Outfits Private Limited,**

**PLOT NO. 18 CAPS TOWN PIGDUMBER ,  
INDORE, Madhya Pradesh, India - 453331**

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Contact Us:

Contact No:

+91 88190 50406

Email: info@kickyoutfits.in

Time: Mon - Sat (10:00 - 18:00)

## **20. TRADEMARK, COPYRIGHT AND RESTRICTION**

This site is controlled and operated by the Company and products are sold by respective sellers.

All material on this site, including images, illustrations, audio clips, and video clips, are protected

by copyrights, trademarks, and other intellectual property rights. Material on Platform is solely

for Your personal, non-commercial use. You must not copy, reproduce, republish, upload, post,

transmit or distribute such material in any way, including by email or other electronic means and

whether directly or indirectly and You must not assist any other person to do so. Without the

prior written consent of the owner, modification of the materials, use of the materials on any

other Platform or networked computer environment or use of the materials for any purpose other

than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited. Any use for which You receive any remuneration, whether

in money or otherwise, is a commercial use for the purposes of this clause.

## **21. TRADEMARK COMPLAINT**

The Company respects the intellectual property of others. In case You feel that Your Trademark

has been infringed, You can write to the Company at [info@kickyoufits.in](mailto:info@kickyoufits.in) Product Description

The Company do not warrant that Product description or other content of this Platform is accurate, complete, reliable, current, or error-free and assumes no liability in this regard.

## **22. FORCE MAJEURE**

The Company shall not be liable for any damages whatsoever arising out of force majeure or other

similar circumstances, directly or indirectly affecting the Company and/or the Platform.

Examples of force majeure events include without limitation act of God (such as, but not limited

to, fires, explosions, earthquakes, drought, tidal waves and floods); war, hostilities (whether war

be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo; rebellion, revolution, insurrection, or military or usurped power, or civil war; contamination by

radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear

fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly; riot, commotion, strikes, go slows, lock outs or

disorder, unless solely restricted to employees of the Supplier or of his Subcontractors; acts or

threats of terrorism; Spread of disease due to virus or otherwise and transmittable from one human being to another; or compulsory Lockdown by the Central, State government or Administrative Authorities; provisions or limitations of materials or resources, inability to obtain

the relevant authorization, accident, and defect in electricity or telecommunication network.

Force majeure or other events beyond the Company's control. Hindrance, delay or complication

in the maintenance of the Platform entitles the Company to suspend or limit the Platform until

further notice.

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### **23. INDEMNIFICATION**

The Users shall indemnify, defend, and hold harmless the Company and its subsidiaries, affiliates,

partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, sellers, interns and employees, from and against any and all losses, liabilities, claims, suits, proceedings, penalties, interests, damages, demands, costs, and expenses (including legal and

statutory fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by the Company that arise out of, result from, or in connection with:

1. the User's breach of these Terms;
2. any claims made by any third party due to, or arising out of, or in connection with User's use of Platform;
3. the User's violation of any rights of another, including intellectual property rights; and
4. the User's violation of any applicable laws.

### **24. LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary in these Terms, in no event shall the Company and its

affiliates, if any, be liable to the User or anyone claiming through the User in respect of any subject

matter of these Terms under contract, negligence, strict liability or other legal or equitable theory

for any special, incidental, indirect, consequential, exemplary or punitive damages, loss of goodwill, loss of revenue, loss of opportunity, loss of anticipated profits, whatsoever, including

those resulting from loss of use, data or profits, whether or not foreseeable or whether or not the Company has been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty or negligence or any other claim arising out of or in connection with the use of or access of the Platform.

### **25. JURISDICTIONAL ISSUES/SALE IN INDIA ONLY**

Unless otherwise specified, the material on the Platform is presented solely for the purpose of sale in India. The Company make no representation that materials in the Platform are appropriate or available for use in other locations/Countries other than India. Those who choose to access this site from other locations/Countries other than India do so on their own initiative and the Company is not responsible for supply of products/refund for the products ordered from other locations/Countries other than India, compliance with local laws, if and to the extent local laws are applicable.

## **26. SEVERABILITY**

In the event any provision of these Terms, Policies or the is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

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## **27. TERMINATION**

These Terms are effective unless and until terminated by either the Company or the Users. The Users may terminate these Terms at any time by notifying the Company that they no longer wish to use the Platform or the Services, or when they cease using the Platform.

These Terms are effective unless and until terminated by either the Company or the Users. The Users may terminate these Terms of Service at any time by notifying the Company that they no longer wish to use the Platform or the Services, or when they cease using the Platform.

## **28. ENTIRE AGREEMENT**

These Terms, Policies, Privacy Policies and any policies or operating rules posted by the Company on the Platform or any other Agreement, MOU, if any, executed between the Company and the Users, constitute the entire agreement and understanding between the Users and the Company with respect to the Platform, and supersede any prior or contemporaneous agreements, communications and proposals, whether oral or written, between the Users and the Company (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms shall not be construed against the Company.

## **29. WAIVER**

The failure of the Company to exercise or enforce any right or provision of these Terms shall not



constitute a waiver of such right or provision.

### **30. GOVERNING LAW AND DISPUTE RESOLUTION**

These Terms are governed by the laws of India. Any action, suit, or other legal proceeding, which is commenced to resolve any matter arising under or relating to this Platform, shall be subject to the jurisdiction of the courts at **INDORE, Madhya Pradesh, India**.

### **31. CONTACT INFORMATION**

You may submit Your queries, feedback or complaints about the Terms through any of below mentioned channel

Chat with Us: [click here](#)

Calling Us: at +91 88190 50406 (between 10:00 am - 6:00 pm from Monday to Saturday)

Email Us: [Info@kickyoufits.in](mailto:Info@kickyoufits.in)

### **32. POLICIES**

Policies related to returns/ exchanges, penalties, refunds, cancellation will be updated in the Platform from time to time. The Company holds the right to change these policies as required in the Platform without any permission from the Users.

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### **KO**

All notices or demands to or upon the Company shall be in writing and shall be deemed to be duly made when sent to \* **PLOT NO 18 CAPS TOWN PIGDUMBER , INDORE, Madhya Pradesh, India – 453331**

All notices or demands to or upon a User(s) shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or email to the last-known correspondence, fax or email address provided by the User(s) on the Platform, or by posting such notice or demand on an area of the Platform that is publicly accessible.

Notice to a User(s) shall be deemed to be received by such User(s) if and when the Platform is able to demonstrate that communication, whether in physical or electronic form, has been sent to such User(s), or immediately upon Platform's posting such notice on an area of the Platform that is publicly accessible.

### **34. MISCELLANEOUS**

Headings for any section of these Terms are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

The Company shall have the right to assign its obligations and duties in these Terms to any person

or entity.

All calls to the Company are completely confidential. However, the Users' calls may be recorded to ensure quality of service. Further, for training purpose and to ensure excellent customer service, calls from the Company may be monitored and recorded.

**Note:**

**1. \* Amended on 15th march, 2025**