

ZARA UMRIGAR

Terms of Use

Welcome to Zara Umrigar!

These terms and conditions (“**Terms of Use/Terms**”) of use of www.zaraumrigar.com (“**Website**”) are between the Etoile & Co. (“**Platform/We/Us**”) and its users (“**You/Your/User(s)**”).

Please read the Terms of Use and the privacy policy (*please provide link to the privacy policy*) of the Platform with respect to the use of the Website carefully before using this Website or any Services (as defined below) through the Website.

Your use of the Website or the Services provided by the Website shall signify Your acceptance of the Terms of Use and Your agreement to be legally bound by the same.

If You do not agree with the Terms of Use or the privacy policy, please do not use the Website or avail the Services provided by this Website.

A. Introduction:

- The Website is an Internet based content and e-commerce portal operated by the Platform, a Proprietorship (Prop) incorporated under the laws of India.
- Use of the Website is offered to You conditioned on acceptance without modification of all the terms, conditions and notices contained in these Terms of Use, as may be posted on the Website from time to time.
- We reserve the right to change these Terms from time to time as it deems fit and Your continued usage of the Website shall deemed to be Your acceptance of the Terms. We recommend that You keep yourself updated with the Terms of Use, however we do not hold the responsibility of informing You of any amendments to these Terms.

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- The Website withholds all rights to not accept a User from registering on the Website without assigning any reason thereof. The Website has the discretion to suspend or terminate Your Account (as defined below) with or without providing You any reason or notice. You may terminate Your account at any time by closing Your Account for any reason. To close Your Account, You may send an e-mail to us at contact@zaraumrigar.com.

B. Services:

- The Website offers a platform that facilitates sale and purchase of merchandise (such as clothing dresses and fashion products) by the Platform to the Users. The payment for any purchase made by You must be done on the Website as a one time payment of the entire amount. When any such purchase is made on the Website, the product(s) that is purchased shall be shipped to You.

C. Eligibility Criteria: Add the entire criteria once

- The Services offered on the Website are not available to all those individuals who are not qualified to enter into a contract as per the Indian Contract Act, 1872. By using the Website, You represent and warrant that (a) all registration information You submit is truthful and accurate; (b) You will maintain the accuracy of such information, and any changes thereto by regular updates of any such information; (c) You affirm that You are over 18 years of age and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Service and You represent that You are eligible in accordance with the applicable laws to enter into a binding contract and are not a person barred from receiving the Services under the laws as applicable in India and (d)

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You shall use the Website or such other services provided under the Website only in compliance with these Terms of Use and all applicable local, state, national, and international laws, rules and regulations. Your profile may be deleted and Your membership may be terminated by the Platform without warning, or without any notice whatsoever, if we believe that You have violated any of the conditions as mentioned under the Terms of Use or Privacy Policy

- The Platform reserves the right to grant or refuse usage of the Services available on the Website. It can also terminate the usage by an existent User of the Website without assigning any reason.
- The Website does not have the responsibility to ensure that You conform to the aforesaid eligibility criteria. It shall be Your sole responsibility to ensure that You meet the required qualification.

D. User Account:

- You will be required to create an Account, if You only wish to avail the Services offered on the Website.
- In order to access the Services and to avail the use of the Website, You shall be required to register yourself with the Website, and maintain an account ("**Account**") with the Website. You will be required to furnish certain information and details, including Your name, mobile number, e-mail address, residential address, payment information (credit/debit card details), and any other information deemed necessary by the Website ("**Account Information**").
- It is Your sole responsibility to ensure that the information provided by You is accurate, complete and latest.
- The information provided by You, may be shared by the Platform with any third party for its internal record keeping purposes, internal procedures and with various brands to enable them to inform You about any schemes, offers, discounts etc.
- Upon completing the registration process, You can start availing the services offered on the Website immediately. You shall be responsible for maintaining the confidentiality of

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the Account information and for all activities that occur under Your Account. You agree to (a) ensure that You successfully log out from Your Account at the end of each session; and (b) immediately notify the Platform of any unauthorized use of Your Account. If there is reason to believe that there is likely to be a breach of security or misuse of the Your Account/ Website, we may request You to change the password or we may suspend Your account without any liability to the Platform, for such period of time as we deem appropriate in the circumstances. The Website shall not be liable for any loss or damage arising from Your failure to comply with this Clause.

- You acknowledge that Your ability to use Your Account is dependent upon external factors such as internet service providers and internet network availability and the Platform cannot guarantee availability of the Website at all times. In addition to the disclaimers set forth in the Terms of Use, the Platform shall not be liable to You for any damages arising from Your inability to log into Your Account and access the Services of the Website at any time.

E. Termination of Your Account:

- Platform may in its sole discretion and without prior notice, terminate Your access to the Website if it determines that You have violated the these Terms of Use. You understand that the violation of these Terms of Use could also result in civil or criminal liability under applicable laws. You acknowledge that any violation by You could result in irreparable harm to the Platform and monetary damages may be an inadequate remedy to rectify such harm.

F. Use of the Website:

- Subject to compliance with the Terms of Use, the Privacy Policy, and all other applicable terms and guidelines, the Platform grants You a personal, non-exclusive, limited privilege to access and use this Website and the Services provided thereon.

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- No User shall be permitted to perform any of the following prohibited activities:
 - a) Making available any content that is misleading, unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, vulgar, obscene, child-pornographic, lewd, lascivious, profane, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
 - b) Stalking, intimidating and/or harassing another and/or inciting other to commit violence;
 - c) Transmitting material that encourages anyone to commit a criminal offence, that results in civil liability or otherwise breaches any relevant laws, regulations or code of practice;
 - d) Interfering with any other person's use or enjoyment of the Website;
 - e) Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner, committing any act that amounts to the infringement of intellectual property or making available any material that infringes any intellectual property rights or other proprietary rights of anyone else ;
 - f) Make available any content or material that You do not have a right to make available under any law or contractual or fiduciary relationship, unless You own or control the rights thereto or have received all necessary consents for such use of the content;
 - g) Impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity;
 - h) Use any of the Platform's domain names;
 - i) Reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Website;
 - j) Post, transmit or make available any material that contains viruses, trojan horses, worms, spyware, time bombs, cancelbots, or other computer programming routines, code, files or such other programs that may harm the Website/Services, interests or rights of other Users or limit the functionality of any computer software, hardware or telecommunications, or that may harvest or collect any data or personal information about other Users without their consent;
 - k) Access or use the Website in any manner that could damage, disable, overburden or

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impair any of the Website's servers or the networks connected to any of the servers on which the Website is hosted;

- l) Intentionally or unintentionally interfere with or disrupt the Services or violate any applicable laws related to the access to or use of the Website, violate any requirements, procedures, policies or regulations of networks connected to the Website, or engage in any activity prohibited by these Terms of Use;
 - m) Disrupt or interfere with the security of, or otherwise cause harm to, the Website, materials, systems resources, or gain unauthorized access to user accounts, passwords, servers or networks connected to or accessible through the Website or any affiliated or linked sites;
 - n) Interfere with, or inhibit any user from using and enjoying access to the Website, or the Services, or other affiliated sites, or engage in disruptive attacks such as denial of service attack on the Website;
 - o) Access the Website through any other means other than through the interface that is provided by Platform;
 - p) Use deep-links, page-scrape, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to increase traffic to the Website, to access, acquire, copy or monitor any portion of the Website, or in any way reproduce or circumvent the navigational structure or presentation of the Website, or any Content, to obtain or attempt to obtain any Content, documents or information through any means not specifically made available through the Website;
 - q) Alter or modify any part of the Service;
 - r) Use the Services for purposes that are not permitted by: (i) these Terms of Use; and (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdiction; or
 - s) Violate any of the terms specified under the Terms of Use for the use of the Website.
- Any violation by You of the terms of this Clause may result in immediate suspension or termination of Your Accounts.

- You acknowledge and agree that by accessing or using the Website, You agree to

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indemnify and hold Platform, its affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to Your use of the Website or any loss/damage that is caused to the Website/Platform as a result of Your committing any of the aforesaid prohibited activities.

- Platform has the right to change modify, suspend, or discontinue and/or eliminate any aspect(s), features or functionality of the Website or the Services as it deems fit at any time without notice. Platform makes no commitment, express or implied, to maintain or continue any aspect of the Website. You agree that the Platform shall not be liable to You or any third party for any modification, suspension or discontinuance of the Website.

G. Indemnification:

- You agree to defend, indemnify and hold harmless the Platform, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) Your use of and access to the Service; (ii) Your violation of any term of these Terms of Service; (iii) Your violation of any third party right, including without limitation, any copyright, property, or privacy right; or (iv) any claim that Your Use of the Website/Your content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and Your use of the Service.

H. Limitation of Liability:

- In no event shall the Platform, its officers, directors, employees, partners or agents be liable to You or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of use, data or profits,

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whether or not foreseeable or whether or not the Platform has been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out, of or in connection with, Your use of, or access to, the Website or the Services.

I. Pricing:

- Prices of all the products on the Website are given in Indian Rupees. Website shall have an absolute right to alter the prices or Services offered.

J. Shipping:

Title and risk of loss for all products ordered by You shall pass on to You upon the Website's shipment to the shipping carrier. If for any reason the shipping address provided by You does not fall under our delivery coverage area, We shall intimate the same to You and request You to provide us with an alternate address. Please note that we do not ship any products outside the territory of India unless specified.

K. Ownership and Intellectual Property Rights:

- The Website the material therein including but not limited to all text, graphics, user interfaces, visual interfaces, sounds and music (if any), artwork and computer code and any other information or materials of any nature whatsoever (collectively, the "**Content**") on the Website is owned and controlled by the Platform and Etoile & Co. and such Content is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

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- The trademarks, logos and service marks displayed on the Website or on the Website (the "Marks") are the property of Platform or the respective third parties. You are not permitted to use the Marks without the prior consent of Platform or the third party that may own the Marks.

L. Products Purchased from the Website:

- The Terms of Use as stated herein are only applicable to the Services rendered to You by the Platform. Upon the purchase of any products from the use of the Website, Your use of such products shall be governed by the terms and conditions as stipulated by the particular brand for the use of such products.

M. Governing Law and Jurisdiction:

- The Website, the Terms of Use, all transactions entered into on or through the Website and the relationship between You and Platform shall be governed by and construed in accordance with the laws of India, without regard to conflict of law principles.
- You agree that all claims, differences and disputes arising under or in connection with or pursuant to the Website, the Terms of Use, any transactions entered into on or through the Website or the relationship between You and the Platform shall be subject to the exclusive jurisdiction of the competent courts located in Bangalore and You hereby accede to and accept the jurisdiction of such courts.

N. General Provisions:

- Notice: All notices served by the Platform shall be provided via email to Your account or as a general notification on the Website. Any notice provided to the Platform pursuant to

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the Terms of Use should be sent to contact@zaraumrigar.com.

- Entire Agreement: The Terms of Use, along with the Privacy Policy, and any other guidelines made applicable by the Website from time to time, constitute the entire agreement between the Platform and You with respect to Your access to or use of the Website and the Services thereof.
- Assignment: You cannot assign or otherwise transfer the Terms of Use, or any right granted hereunder to any third party. Platform's rights under the Terms of Use are freely transferable by Platform to any third parties without the requirement of seeking Your consent.
- Severability: If, for any reason, a court of competent jurisdiction finds any provision of the Terms of Use, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Terms of Use shall continue in full force and effect.
- Waiver: Any failure by Platform to enforce or exercise any provision of the Terms of Use, or any related right, shall not constitute a waiver by Platform of that provision or right.
- Relationship: You acknowledge that Your participation in the Service, does not make You an employee or agency or partnership or joint venture or franchise of the Platform.
- Discounts and Coupons: Where any product available on the Website is at a discount, then the terms and conditions pertaining to such discount offer shall be applicable. Any

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product purchased through a coupon shall be governed by the terms and conditions of such coupon.

- Platform provides these Terms of Use on the Website so that You are aware of the terms that apply to Your use of the Website and the Services. You acknowledge that the Platform has given You a reasonable opportunity to review these Terms of Service and that You have agreed to them.

O. Feedback:

- Any feedback You provide to this Website shall be deemed to be non-confidential. Website shall be free to use such information on an unrestricted basis. Further, by submitting the feedback, You represent and warrant that (i) Your feedback does not contain confidential or proprietary information of You or of third parties; (ii) Platform is not under any obligation of confidentiality, express or implied, with respect to the feedback; (iii) Website may have something similar to the feedback already under consideration or in development; and (iv) You are not entitled to any compensation or reimbursement of any kind from the Platform for the feedback under any circumstances, unless specified.

P. Disclaimer:

- You agree that Your use of the Website and the Services shall be at Your sole risk. You expressly understand and agree that, to the maximum extent permitted by applicable law, the Website and the Services are provided on an "as is" and "as available" basis for Your use, without warranties of any kind, express or implied, including without limitation the warranties of merchantability, fitness for a particular purpose, title, non-infringement, and those arising from course of dealing or usage of trade. Platform, its officers, directors,

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employees, and agents, do not warrant that that the information and/or facilities contained on the Website are accurate, complete or current or error free in any manner. The pictures of all the products placed on the Website are as accurate to the physical product as possible. However, we do not guarantee an exact match between the pictures and the physical product.

- You understand and accept that the quality check provided by the Platform is done on as “as is” basis as per the standard industry practice. Quality checks are performed by the Platform and are self assigned standards in line with industry practice. The Platform shall not be responsible for any damage that is caused to the product post its dispatch, i.e., any damage caused during transit, upon delivery and subsequent to the delivery. We further state that the quality check performed by the Platform is also based on the representations provided by the respective vendors and the analysis provided by the Platform on their products is based on such representations.
- No advice or information, whether oral or written, obtained by You from Platform or through or from use of the Website or the Services shall create any warranty not expressly stated in the terms. Other written or oral statements by Platform’s representatives or others do not constitute warranties of Platform.
- By using the Website and holding an Account, You acknowledge and agree that the Platform shall not be liable for any unauthorized use of Your credit/debit card or unauthorized use of Your financial or other information submitted by You to the Website.
- Platform will not be liable for any loss that You may incur as a result of someone else using Your password or Account or Account Information in connection with the Website or any Services, either with or without Your knowledge or any loss incurred as a result of Your unauthorized use of the Website. In the event of deletion of Your Account, due to a default on Your part, Platform shall not be held liable for any loss of Your information as a result of such deletion.
- Please note that any information, materials, reports etc., that may be provided to You by us through means of this Website, may be based either in whole or in part on third party generated information which may or may not be publicly available. We do not assume

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any responsibility for the accuracy or veracity of any such third party information. Please also note that any such third party information (including all intellectual property rights therein) belongs completely to such third party, and that You may not reproduce any of the same (whether in whole or in part) without the express prior written consent of the relevant third party.

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