

TERMS AND CONDITIONS

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Version: 1.1

Welcome to Fashquik!

FASHQUIK’S SCOPE

This Terms & Conditions (“Agreement” or “Terms”) is a contract between You Fashquik Powered by Kapiz Innovators Pvt Ltd, situated at 108B, Space 31, Khadi Machine Chowk, Kondhwa BK, Pune – 411048, (collectively, “Fashquik,” “We”, “Us” or “Our”), governing Your use of our Platform at (the Web address/app address) (the “Platform”), that hyperlink to this Agreement, or any other Websites, pages, features, or content owned and operated by us that hyperlink to this Agreement (collectively, including the Platform, the “Services”).

By accessing or using the Services in any manner, including, but not limited to, visiting or browsing the Platform, downloading the mobile applications, registering an account, or contributing content or other materials to the Site or on or via the Apps, You expressly understand, acknowledge and agree to be bound by the Terms of Use.

You are only authorised to use the Services if You agree to abide by all applicable laws and to these Terms.

In addition, You may read our Privacy Policy and Cookie Policy at any time for more information about how Fashquik collects, stores, and protects Your information when You use the Services. Our Privacy & Cookie Policy is hereby incorporated by reference into these Terms & Conditions as though fully set forth herein.

By utilising the Platform, the sellers and the customers acknowledge that they have read, understood, and agree to abide by the Content and Platform Guidelines stated within the Terms and Conditions.

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1. ACCOUNT REGISTRATION

1.1. You can maintain anonymity and browse our Platform without officially registering with us or revealing any personal information about Yourself.

1.2. We will custom mark the fields in the registration page/form that are mandatory with and red asterisk (“*”), and where possible will indicate which fields are optional.

1.3. We may track Your behaviour pattern based on Your use of our Platform’s services. This is solely for internal research purposes such as to understand the interests and behaviours of certain demographics, and how location might affect such. Such information is anonymised and used for further analysis in an aggregated manner.

1.4. Information Required and Collected for Registration and Account Creation

1.4.1. You shall register and create an account for requesting services, accessing and using our Platform for further purchases, etc. The accounts shall require certain information:

- a) Your Name (First and Last Name)
- b) Your Age
- c) Gender
- d) Email ID
- e) Phone Number,
- f) Address

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1.4.2. The vendors or sellers on the platform are required the following information whilst registering their account on the Platform.:

- a) Business Registration Documents (eg. Certificate of Incorporation and GST registration)
- b) Bank Account Details
- c) Product Specific Licenses/ Certifications
- d) NOC Government-issued ID proof of Authorized Representations
- e) KYC of Representatives

1.4.3. The customer account registration is completely free and bears no charges as of now. But in the event any change shall come to be in this clause, You shall be notified through the Platform.

1.5. Age Restriction

- 1.5.1. You can access and operate an account on our Platform if you are above the age of 12 years.
- 1.5.2. Parental Control and Consent shall be mandated for individuals aged between 4 to 12 years. After you are 18 years and above of age, you shall not require any Parental Control or Consent.

1.6. Compatible Devices

- 1.6.1. The Platform is designed to be accessible on a range of devices, including smartphones, tablets, desktop and laptop computers, running on recent versions of iOS, Android, Windows, MacOS, and other major Web browsers. You are responsible for ensuring their devices meet the minimum requirements for accessing and using the Platform, which may include specific operating system versions, available storage space, RAM capacity, processor speed, and internet connection speed. We strive to support a wide range of devices but do not guarantee compatibility with all devices or operating systems.
- 1.6.2. You are strongly advised to keep the Platform's mobile application and their device's operating system updated to the latest version available. Certain features of the Platform may be available only on specific devices or operating systems, and We reserve the right to limit or modify features based on device capabilities.

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- 1.6.3. The use of third-party hardware or software in conjunction with the Platform is at the user's own risk, and We do not guarantee compatibility or performance with any third-party hardware or software not explicitly supported.
- 1.6.4. We endeavour to ensure a wide range of compatibility; it does not warrant that the Platform will be compatible with all devices or operating systems. The list of compatible devices and minimum requirements may change over time, and We reserve the right to cease support for certain devices or operating systems with reasonable notice to You.
- 1.6.5. You are responsible for maintaining their devices in good working order and ensuring they meet the necessary requirements to access and use the Platform. By using the Platform, You acknowledge and agree to these terms regarding device compatibility.

1.7. Passwords and Security

- 1.7.1. Your Account credentials and passwords meant to access and use the Platform shall be maintained in a confidential manner by You. You shall take reasonable steps and measures to maintain the confidentiality and security of Your passwords.
- 1.7.2. To prevent unauthorized access to Your Account You are solely responsible for taking measures to restrict access by unknown persons or other users to their device(s).
- 1.7.3. You shall exercise caution while accessing Your Account through a public, shared or unknown device(s), to avoid the detection, recording, or viewing of Your username, login credentials, passwords, account details and/or other information.
- 1.7.4. In the instance Your password has become known to other person(s) or users or entities due to any reason, You shall immediately change the said password.

1.8. Payments

- 1.8.1. All payments are conducted and processed through third-party apps/Websites for both the vendors and the customers.
- 1.8.2. As a minor, i.e. if You are under the age of 18 years, and if You wish to use or transact on Fashquik, such use or transaction may be made by Your legal guardian or parents on the Platform.

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- 1.8.3. Vendors shall be mandatorily registered with GST.
- 1.8.4. We ensure the highest level of data security while encrypting (for payment and transactional details) as per the guidelines specified by the Payment Cards Industry Data Security Standard (PCI DSS).
- 1.8.5. For refund processes and terms please refer to our Return and Refund Policy, [here](#).

1.9. Prices and Item Description

- 1.9.1. All prices include applicable taxes at the rate corresponding to the recipient's country and are accurate at the time of entry into our system. In the event that We are unable to fulfil Your order, the value of unshipped Items will be refunded to Your Fashquik Account wallet or the original payment method.
- 1.9.2. Prices exclude delivery charges. The total order cost comprises the price of ordered Items and the delivery fee.
- 1.9.3. While prices are subject to change, such changes will not affect orders for which an Order Confirmation has been issued.
- 1.9.4. After selecting the desired order item and adding it to Your cart, You shall be obliged to complete the process for payment and approval of cart Items to confirm Your purchase.
- 1.9.5. Item Description
 - a) We have made every effort to display, as accurately as possible, the colours of our Items that appear on the Services. However, as the actual colours You see will depend on Your monitor, We cannot guarantee that Your monitor's display of any colour will be accurate.
 - b) We comply with minimum and eco-friendly packaging practices, while keeping in mind the delivery transportation conditions/environment.

2. ACCESS TO THE PLATFORM

2.1. Information Collected from customers and vendors

The following information is mandatorily collected for the smooth functioning of processes on our Platform:

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<u>Sr. No.</u>	<u>Type of Information</u>	<u>Information Collected</u>
1.	Personal or Profile Information	<ul style="list-style-type: none"> a) Your Name b) Your Gender c) Age d) Profile Photo/Image e) Postal address (it shall include the nearest landmark and pin code) f) Phone Number g) Email ID h) Nationality i) Content (only applicable for vendors) j) Aadhar Card and PAN Card (only applicable for vendors) k) Vendor Details
2.	Payment Information	<ul style="list-style-type: none"> a) Details for Net Banking b) Credit/Debit Card details (it shall include – card number and expiry date) c) Wallet Service details d) UPI and related details, etc.
3.	Other Transactional Information for tax/regulatory purposes	<ul style="list-style-type: none"> a) Your Billing Information b) Payment History c) Communications (related to payments and transactions on the Platform) d) Order ID e) Transactional History on our Platform (excluding banking details), etc.
4.	Login Credential and Related Information	<ul style="list-style-type: none"> a) Your Username b) Passwords c) Email ID's d) Contact Details e) Other security-related information, etc.
5.	Additional Information	<ul style="list-style-type: none"> a) IP Addresses b) Device Information c) Browser Information d) Location Data e) URL Information

		f) Data collected through Cookies g) Third Party Interactions h) Content (feedback, survey, comments, and reviews)
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2.2. Third-Party Links and Other Resources

- 2.2.1. Our Platform may contain third-party links to other sites or apps that are not owned or controlled by us. We have no control over, assume no responsibility for, and do not endorse or verify the content, privacy policies, or practices of any third-party sites or services.
- 2.2.2. We strongly advise You to read all third-party terms and conditions and privacy policies.

3. COOKIE POLICY

- 3.1. “Cookies” are used to store user preferences and to track user trends, so as to enhance Your interactive experience and generally improve our Services to You.
- 3.2. You can change Your cookie settings to accept or not accept cookies in Your browser settings. If You do accept a “cookie”, You thereby agree to our use of any Personal Information collected by us using that particular Cookie.
- 3.3. Whenever Fashquik uses a third party to host and serve content, We may arrange for a common identifier to be shared between the third party and Fashquik to enable accurate measurement of traffic and usage.
- 3.4. We also use cookies to allow You to enter Your password less frequently during a session. Cookies can also help us provide information that is targeted to Your interests.
- 3.5. You have the choice to decline our cookies, although this might affect certain features or services on our Platform.
- 3.6. You are made aware that there might be third-party cookies also present within our Platform. We do not control the use and purpose of the cookies placed by any third parties.
- 3.7. For more information refer to our Cookies Policy [here](#).

4. SALES, COUPONS AND CART VALUE

4.1. Seasonal Sales/Deals

- 4.1.1. Seasonal sales and terms are subject to change based on the specific events, promotions or deals. Sale prices are valid only for the duration specified in the promotional material as advertised at that period on the Platform and otherwise.
- 4.1.2. We reserve the right to limit quantities, end promotions prior to end date, or extend them without prior notice.
- 4.1.3. Sale items may be exempt from our standard return policy; specific terms will be clearly communicated for each event, sale, promotion or deal.
- 4.1.4. Promotional codes or discounts may not be compatible and applicable with sale prices unless explicitly stated.

4.2. Coupons on the Platform

- 4.2.1. Coupons are valid only for the specified time period and may have usage limitations.
- 4.2.2. Coupons cannot be combined with other offers unless explicitly stated.
- 4.2.3. We reserve the right to modify or cancel any coupon at our discretion.
- 4.2.4. Coupons have no cash value and cannot be transferred or sold. Any attempt to manipulate our coupon system may result in account suspension.

4.3. Items in the Cart

- 4.3.1. Orders with a cart value of Rs. 500 and above are exempt from additional delivery charges or fees.
- 4.3.2. Cart value is calculated based on the total of items after applying any discounts but before taxes. If items are removed or cancelled, reducing the cart value below ₹500, additional charges may apply.
- 4.3.3. We reserve the right to modify the minimum cart value threshold with reasonable notice.

5. COMMUNICATIONS

5.1. Advertisements

- 5.1.1. We use third-party advertising companies to serve ads when You visit our Platform.
- 5.1.2. These companies may use information including but not limited to Your name, address, email address, or telephone number, about Your visits to this and other Websites to provide advertisements about goods and services of interest to You.

5.2. Deals or Events

- 5.2.1. We may engage with third parties, brand owners or other partners and make available certain offers, events or special schemes.
- 5.2.2. Your personal information may be shared with such third parties and/or may become available to them or be disclosed to them, such third parties may have their own applicable privacy policies.

5.3. Opt-Out

- 5.3.1. We provide all users with the opportunity to opt out of receiving non-essential (promotional, marketing-related) communications from us on behalf of our partners, and from us in general, after setting up an account.

5.4. Unsubscribe

- 5.4.1. If You want to remove Your contact information from all Fashquik lists and newsletters, please visit the unsubscribe link attached within such promotional material(s).

6. GUIDELINES FOR CONDUCT ON THE PLATFORM

6.1. User Conduct and Content

6.1.1. Feedback, Comments, and Surveys

- a) You shall provide feedback, comments, and survey responses in a manner that is honest, constructive, and in compliance with these guidelines.

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- b) We might ask You to occasionally complete an online survey to understand Your user experience of our Platform concerning various aspects including but not limited to the content on our Platform, our policies, and other mechanisms.
- c) All user-generated content must be relevant, appropriate, and devoid of offensive language, hate speech, or discriminatory remarks.
- d) You are prohibited from utilizing feedback or comment sections for the promotion of Your own or third-party Items, services, or Websites.
- e) We reserve the right to remove or edit any user-generated content that contravenes these guidelines.
- f) Any comment, survey reply, and/or feedback shall not contain any degree or nature of violence.

6.1.2. Prohibited Activities

You are expressly prohibited from engaging in the following activities:

- a) Hacking, attempted hacking, or any form of cyber fraud or malicious activities targeting the Platform, You, or employees.
- b) Web scraping, data mining, or employing bots, spiders, crawlers, or other automated tools to collect, extract, or analyse data from the Platform without Fashquik's express written authorization.
- c) Transmitting unsolicited communications, including but not limited to junk mail, spam, chain letters, or advertisements to other You through any means provided by the Platform.
- d) Engaging in or facilitating any illegal activities such as portraying, implying, mentioning, promoting or writing use and abuse of psychotropic substances, liquor, smoking, tobacco, etc. through the use of the Platform.
- e) Utilizing software, devices, scripts, robots, or other means to interfere with or attempt to interfere with the proper functioning of the Platform.
- f) Attempting to decipher, decompile, disassemble, or reverse engineer any software comprising or in any way constituting a part of the Platform.
- g) Circumventing, disabling, or otherwise interfering with security-related features of the Platform.
- h) Making any derogatory, negative, or defamatory statements about any person, group, or entity.
- i) Using offensive language to be hateful, sexual or obscene in public.

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- j) Impersonating any person or entity, or falsely stating or misrepresenting affiliation with a person or entity.
- k) Any content, comment, survey or otherwise shall be devoid of nudity, obscenity and of a similar nature in a sexual context.

6.2. Intellectual Property Rights

- 6.2.1. You shall respect the intellectual property rights of others and refrain from uploading, posting, or sharing any content that infringes upon the copyrights, trademarks, or other intellectual property rights of any third party.
- 6.2.2. In the event of alleged intellectual property rights infringement, aggrieved parties may contact Fashquik using the information.

6.3. Privacy and Personal Information

- 6.3.1. You shall respect the privacy of others and refrain from sharing or posting personal information about You without their explicit consent.
- 6.3.2. You are prohibited from collecting or harvesting any personally identifiable information from the Platform.

6.4. Commercial Activities

- 6.4.1. You shall not use the Platform for any commercial or business purposes unless explicitly authorized by us in writing with prior knowledge and consent.
- 6.4.2. Unauthorized advertising, promotional materials, or any forms of solicitation are strictly prohibited.

6.5. User-Generated Content

- 6.5.1. By submitting any content to the Platform (including but not limited to reviews, comments, and feedback), You grant us a worldwide, non-exclusive, royalty-free license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content in any media.

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- 6.5.2. You represent and warrant that they possess all necessary rights to grant this license and that their content does not violate any third-party rights.

6.6. Monitoring and Enforcement

- 6.6.1. We reserve the right, but are not obligated, to monitor, edit, or remove any user-generated content that it determines, in its sole discretion, violates these guidelines or is otherwise objectionable.
- 6.6.2. We may take appropriate legal action against You who violate these guidelines, including but not limited to reporting illegal activities to law enforcement authorities.

6.7. Account Suspension and Termination

- 6.7.1. We reserve the right to suspend or terminate user accounts and access to the Platform for violations of these guidelines or any other part of the Terms and Conditions.
- 6.7.2. In the event of account suspension or termination, You may lose access to any content or data associated with their account.

6.8. Reporting Violations

- 6.8.1. You are encouraged to report any content or behaviour that violates these guidelines to us immediately using the contact information.
- 6.8.2. We appreciate user assistance in maintaining a safe and respectful environment for all You.

6.9. Updates

- 6.9.1. We reserve the right to modify these Content and Platform Guidelines at any time. Any changes shall be effective immediately upon posting on the Platform.
- 6.9.2. Continued use of the Platform following any such changes constitutes acceptance of the new guidelines.

7. DISCLAIMER OF WARRANTIES

- 7.1. All the materials and information/content (including but not limited to software) and services, included on or otherwise made available to You through this Platform are provided on an “as is” and “as available” basis without any representation or warranties, express or implied except otherwise specified in writing.
- 7.2. Without prejudice to the above paragraph, Fashquik does not warrant that this Website will be constantly available, or available at all; or that the information on this Website is complete, true, accurate or non-misleading.
- 7.3. It is understood that the goods are in conformity with the transaction or intended purchase if they:
 - 7.3.1. comply with the description given by us and possess the qualities that We have presented in this Website;
 - 7.3.2. are fit for the purposes for which goods of this kind are normally used;
 - 7.3.3. show the quality and performance which are normal in goods of the same type and which can reasonably be expected to the extent permitted by law, We exclude all warranties and conditions (whether express or implied), except those that may not be excluded legitimately.

7.4. Items and Sale

- 7.4.1. All the Items sold on the Platform are governed by different state laws.
- 7.4.2. In the event the vendor is unable to deliver such Items due to implications of different state laws, the vendor will return or will give credit for the amount (if any) received in advance by the vendor from the sale of such Items that could not be delivered to You.

8. LIMITATION OF LIABILITIES

- 8.1. IN ADDITION TO OTHER LIMITATIONS AND EXCLUSIONS IN FASHQUIK’S CONDITIONS OF USE AND SALE, IN NO EVENT WILL WE OR OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, ARISING OUT OF OR RELATED TO FASHQUIK.

- 8.2. WE EXPRESSLY DISCLAIM ALL LIABILITY ARISING OUT OF ITEMS, SERVICES, INFORMATION, PROGRAMMING, AND/OR ANYTHING ELSE PROVIDED BY A THIRD PARTY THAT IS ACCESSIBLE TO YOU THROUGH THE PLATFORM; OR THE QUALITY OR CONDUCT OF ANY THRID PARTY YOU ENCOUNTER IN CONNECTION WITH YOUR USE OF THE SERVICES.
- 8.3. OUR TOTAL LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE LAST MEMBERSHIP FEE YOU PAID. THESE EXCLUSIONS AND LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND WILL SURVIVE CANCELLATION OR TERMINATION OF YOUR FASHQUIK MEMBERSHIP/ACCOUNT.
- 8.4. YOUR SOLE REMEDY FOR ANY DISSATISFACTION WITH THE SERVICES IS TO CEASE USE OF THE SERVICES.

9. INDEMNIFICATION

- 9.1. You release and fully indemnify Fashquik and/or any of its officers, directors, employees, agents and other representatives from any cost, damage, liability or other consequence of any of the actions of the You of the Platform and specifically waive any claims that You may have in this behalf under any applicable laws of India to the extent allowed under the law.
- 9.2. Notwithstanding its reasonable efforts on that behalf, Fashquik cannot take responsibility or control the information provided by other You which is made available on the Platform.
- 9.3. 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.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. The Platform is controlled and operated by Fashquik and Items are sold by respective Sellers.
- 10.2. All material on the Platform, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights.

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- 10.3. The Material on Fashquik 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.
- 10.4. Without the prior written consent of the owner, modification of the materials, use of the materials on any other Fashquik 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.
- 10.5. It is expressly clarified that You will retain ownership and shall solely be responsible for any content that You provide or upload when using any Service, including any text, data, information, images, photographs, music, sound, video or any other material which You may upload, transmit or store when making use of Our various Service.
- 10.6. We reserve the right to use/reproduce any content uploaded by You and You agree to grant royalty-free, irrevocably, unconditionally, perpetually and worldwide right to Us to use the content for a reasonable business purpose.

10.7. Trademark Infringement or Complaint

- 10.7.1. We respect the intellectual property of others and in case You find out or feel Your trademark has been infringed, You can write to (add email).

11. PRIVACY

10.1. Collection of Information

- 10.1.1. Refer to Section 2 of this Agreement to understand and know the information collected by us.

10.2. Use of Information

- 10.2.1. We use the collected information for the following purposes:
 - a) To provide, maintain, and improve the Platform and Services.

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- b) To process transactions and send related information, including confirmations and invoices.
- c) To send administrative information, such as updates to our terms, conditions, and policies.
- d) To respond to user inquiries and provide customer support.
- e) To personalize user experience and deliver content and product offerings relevant to user interests.
- f) To conduct research and analysis to improve the Platform and Services.
- g) To protect the security and integrity of the Platform and prevent fraud.

10.3. Sharing/Disclosure of Information

10.3.1. We may share user information in the following circumstances:

- a) With service providers, contractors, and other third parties who perform services on our behalf.
- b) In response to a request for information if We believe disclosure is in accordance with, or required by, any applicable law, regulation, or legal process.
- c) If We believe user actions are inconsistent with our Terms and Conditions or to protect the rights, property, and safeguard us or others.
- d) In connection with, or during negotiations of, any merger, sale of company assets, financing, or acquisition of all or a portion of our business by another company.
- e) With Your consent or as per Your instructions/directions.

10.4. Data Security

We implement appropriate technical and organizational measures to protect user information against unauthorized access, alteration, disclosure, or destruction.

10.5. Data Retention

We retain your information for as long as necessary to fulfil the purposes outlined in the Privacy Policy, unless a longer retention period is required or permitted by law.

12. 'AI' USAGE ON THE PLATFORM FOR CUSTOMER INTERACTIONS

12.1. AI-Powered Features

12.1.1. We may employ artificial intelligence (AI) technologies to enhance user experience and provide certain services on the Platform. These AI-powered features may include, but are not limited to:

- a) Chabot's for customer support
- b) Product recommendations
- c) Personalized search results
- d) Style suggestions
- e) Size recommendations

12.2. Data Collection and Processing

12.2.1. To facilitate AI-powered features, we may collect and process additional data, including user preferences, browsing history, purchase history, and interaction data with AI systems.

12.2.2. You acknowledge and consent to the collection and processing of such data to improve and personalize AI-powered features.

12.3. Transparency

12.3.1. We shall indicate when you are interacting with an AI system rather than a human representative.

12.3.2. You have the right to request interaction with a human representative if you prefer not to engage with an AI system.

12.4. AI Decision-Making

- 12.4.1. Certain processes on the Platform, such as product recommendations or style suggestions, may involve automated decision-making by AI systems.
- 12.4.2. You have the right to contest any decision made solely by an AI system that significantly affects them.

12.5. Limitations of AI

- 12.5.1. You acknowledge that AI systems, while designed to be helpful and accurate, may occasionally produce errors or unexpected results.
- 12.5.2. We do not guarantee the accuracy, completeness, or appropriateness of information or suggestions provided by AI systems.

12.6. Your Feedback

- 12.6.1. You are encouraged to provide feedback on their interactions with AI systems to help improve the quality and effectiveness of these features.
- 12.6.2. We may use user feedback to train and refine its AI systems.

12.7. AI Ethics and Bias Mitigation

- 12.7.1. We are committed to developing and using AI systems in an ethical manner, striving to minimize bias and promote fairness.
- 12.7.2. If you believe they have encountered biased or unfair treatment by an AI system are encouraged to report such instances to us.

12.8. Third-Party AI Technologies

- 12.8.1. We may utilize third-party AI technologies in providing certain features or services.

12.8.2. Use of such third-party AI technologies shall be governed by the respective third-party terms and privacy policies, in addition to this clause.

12.9. **Changes to AI Usage:** We reserve the right to modify, suspend, or discontinue any AI-powered features at any time without prior notice. By using the Platform and its AI-powered features, users acknowledge that they have read, understood, and agree to the terms outlined in this AI Usage clause.

13. CHANGES TO TERMS AND CONDITIONS

13.1. In the event that, we update these Terms and Conditions from time to time, we will notify you of any changes by posting the new Privacy Policy on this page. We will let you know via email and/or a prominent notice on our Platform, prior to the change becoming effective.

13.2. You are encouraged to periodically review these Terms and Conditions to stay informed of updates. You will be deemed to have been made aware of, will be subject to, and will be deemed to have accepted the changes in any revised Terms and Conditions by Your continued use of the Website and mobile application after the date such revised Terms and Conditions is posted.

13.3. You can access the previous version of this Terms and Conditions **here**.

14. TERMINATION OR SUSPENSION

14.1. We reserve the right to terminate or suspend Your access to the Platform and Services, without prior notice or liability, for any reason, including without limitation if You breach these Terms.

15. USER RIGHTS

15.1. You have the following rights under this Agreement:

15.1.1. **Rights as per DPDPA:** Users shall have the same meaning, rights and obligations as stated in ‘Chapter III’ of the Digital Persons Data Protection Act (“DPDPA”) of 2023 in terms of data protection and privacy rights.

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15.1.2. **Withdrawal from Agreement:** Unless any exceptions apply, you have the right to withdraw from this contract within the specified period of 15 days without giving any reasons whatsoever.

15.1.3. **Withdrawal Period:** To withdraw from a contract, you must inform us clearly of Your decision. This can be done using a withdrawal form or any other clear statement. Make sure to do this before the withdrawal period ends.

16. APPLICABLE LAW AND COMPLIANCE

16.1. You shall comply with all applicable laws and regulations, including but not limited to the Information Technology Act, 2000, and its subsequent amendments, Information Technology Guidelines, Indian Contract Act, 1872, Digital Persons Data Protection Act, 2023, and other acts.

16.2. You bear sole responsibility for ensuring that their use of the Platform and any content they submit comply with all relevant laws and regulations.

17. GOVERNING LAW AND JURISDICTION

17.1. These Terms and Conditions are governed by the laws of India. Any action, suit, or other legal proceeding, which is commenced to resolve any matter arising under or related to this Platform, shall be subject to the jurisdiction of the courts in Maharashtra, India.

17.2. Unless otherwise specified, the material on the Platform is presented solely for the purpose of sale in India. Fashquik makes no representation that materials in the Platform are appropriate or available for use in other countries other than India.

18. MISCELLANEOUS

18.1. **Applicability of Other Policies:** You hereby agree that at all times, these Terms and Conditions shall be read in conjunction with other Policies of Fashquik. As such, all other Policies listed therein on the Platform shall also be applicable and the same need not be expressly repeated herein.

18.2. **Non-Assignment:** You shall not assign or transfer or purport to assign or transfer the contract between You and us to any other person.

- 18.3. Language:** These Terms and Conditions may be available in multiple languages. In the event of any inconsistency between the versions, the English version shall prevail.
- 18.4. Force Majeure:** We will not be held liable in the event of non-compliance or delay in compliance with any of the obligations We assume under the Terms or any other applicable contract(s) when caused by events that are beyond our reasonable control (hereinafter “Force Majeure”). Force Majeure shall include any act of God, strike or protest, war, epidemics, pandemics, plague, earthquake, floods, terrorist threats, failure of transport means or communication systems both public or private, cyber-attacks, data breaches etc. All terms or other applicable contracts will be suspended during the period of Force Majeure and till it remains in effect or lasts.
- 18.5. Alternative Dispute Resolution:** In the event of any dispute, We may suggest alternative dispute resolution methods, such as arbitration, as a cost-effective and efficient way to resolve conflicts.
- 18.6. Waiver:** Any waiver of any provision of this Terms and Conditions, or a delay by any party in the enforcement of any right hereunder, shall neither be construed as a continuing waiver nor create an expectation of non-enforcement of that or any other provision or right.
- 18.7. Severability:** If any provision of these Terms and Conditions is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

19. CONTACT US

- 19.1. Please contact us immediately by sending an email to (email address).
- 19.2. You can share with us your alternative contact details such as phone number or another email address, for smooth communication purposes regarding your grievance or further updates from us.
- 19.3. Details of our Grievance Officer:

Name: **AKSHAY KASULLA**

Designation: **OPERATIONS HEAD**

Email ID: akshay.kasulla@fashquik.com

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Time/Days: **10:00 AM to 07:00 PM (Mon to Fri)**

17.4. Details of our Data Protection Officer (DPO):

Name: **AKHTAR ANSARI**

Designation: **PRODUCT HEAD**

Email ID: akhtar.ansari@fashquik.com

Time/Days: **10:00 AM to 07:00 PM (Mon to Fri)**