

TERMS AND CONDITIONS OF USE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY, BEFORE USING PUNYA.

Effective Date: as of 4th April, 2020

www.punyagifting.com (the “**Website**”) is an internet based resource owned and operated by Punya, a partnership entity, together with its affiliates, successors, and assigns (hereinafter referred to as “**we**”, “**us**” and “**our**” as the context may require).

These Terms and Conditions, together with our privacy policy (“**Privacy Policy**”) and the documents referred to herein (collectively referred to as the “**Terms**”) describes the terms and conditions on which you may make use of the Website, whether as a guest or a registered user. These Terms also govern, and apply to the services made available to you on the Website (collectively referred to as “**Services**”).

These Terms represent a binding contract between you and us with regard to the Website, and in particular the Services. Therefore, you should read these Terms carefully before you start to use Website and/or the Services. These Terms supersede all previous oral and written terms and conditions (if any) communicated to you relating to your use of the Website to avail the Services.

These Terms apply to any user of the Website (hereinafter referred to as “**you**” or “**User**”).

By visiting the Website or otherwise using the Services, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use Website or the Services for any purpose.

1. CHANGES TO THESE TERMS

We may revise these Terms at any time, by amending this page, without providing any intimation to you. Please check these Terms from time to time, to take notice of any changes that we make, as they will be binding on you. We may send you updates on our revised Terms and you agree to review the revised Terms upon being provided such updates.

2. CHANGES TO THE WEBSITE

In order to optimize and improve your experience, we may update the Website from time to time, and may change the content, display or form at any time without prior notice. We do not guarantee that the Website, or any content provided or displayed on it, will be free from errors or omissions. Further, we are under no obligation to update the Website or any of the content provided on it.

3. ELIGIBILITY

You must be 18 (eighteen) years or older and capable of entering into a legally binding agreement (as per the Indian Contract Act, 1872) in order to use the Website and the Services as a registered user. Minors, persons of unsound mind or other individuals who are incapable of contracting, may only use the Website and the Services through a parent, guardian or representative. In such cases, these Terms will apply to such parent, guardian or representative.

4. TERMS OF SERVICE APPLICABLE TO ALL USERS

4.1. Registration and Information

- (a) In order to use the Services, you are required to complete a registration process. During this process you are required to submit your ‘Personal Information’, which includes any information which, either directly or indirectly, is capable of identifying you. Such information may include your name, age, gender, phone number, physical address and details of your mobile device. In case of a minor, such a registration process may be undertaken by his/her parent or guardian.
- (b) You agree that the Personal Information provided by you upon registration and at all times

thereafter will be true, accurate, current and complete. You agree to maintain and update this information to keep it true, accurate and complete at all times while availing the Services.

- (c) We cannot prevent unauthorized access if you lose your login credentials or share your login credentials or they are otherwise compromised.

4.2. Transfer of Information

- (a) The Company may transfer and/or disclose your Personal Information to, inter alia, its affiliates, group entities, the sellers for the limited purpose of providing the Services.
- (b) By using the Website and the Services, and by clicking accept, you expressly consent to the transfer and disclosure of your Personal Information in such manner, and to such recipients, as set out in Clause 4.2(a) above. You further agree and acknowledge that such transfer is necessary for the performance and provision of the Services.
- (c) In the event the Company is acquired by or is merged with a third-party entity, we reserve the right to transfer or assign your Personal Information that we have collected from you or from third parties, as part of such merger, sale, acquisition or change of control.

4.3. Waiver of Liabilities

- (a) Every effort has been made to ensure that the information provided on the Website is accurate. However, we accept no responsibility for the accuracy, quality, reliability, or correctness of any of the information provided on the Website.
- (b) We will also not be liable for any incorrect or negligent use of the information provided on the Website. We will not be liable for any harm caused to the User due to such incorrect or negligent use of the information.

4.4. Prohibited Uses

- (a) You will not use the Services for any illegal, unlawful or prohibited purposes. In particular, the Services will not be used for illegal transactions involving the sale, purchase or transfer of goods and services which are prohibited, regulated or restricted under applicable laws.
- (b) Further, by using the Website, you will not: (i) use the Services for any commercial purpose; (ii) impersonate any person or entity, falsely claim or otherwise misrepresent an affiliation with any person or entity, or access the accounts of other person without their permission, or perform any other similar fraudulent activity; (iii) infringe our or any third party's intellectual property rights, rights of publicity or privacy; (iv) post or transmit any message which is libelous, defamatory or which discloses private or personal matters concerning any person; (v) post or transmit any message, data, image or program which is pornographic in nature; (vi) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Services and the Website or features that enforce limitations on the use of the Services; (vii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Website or any part thereof; (viii) use the Website or the Services in any manner that could damage, disable, overburden, or impair it, including, without limitation, using the Services in an automated manner; (ix) breach these Terms of any other applicable policy of ours; (x) provide false, inaccurate or misleading information; (xi) use the Website to collect or obtain personal information; (xii) use the Services in a manner that results in or may result in complaints, disputes, reversals, chargebacks, fees, fines, penalties and other liability to us, a third party or you; (xiii) host, display, upload, modify, publish, transmit, update or share any information that 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 cognizable offence or prevents investigation of any offence or is insulting any other nation. You understand and agree that the above list is not exhaustive and has been provided for illustrative purposes only.

4.5. Communications with You

- (a) By accepting these Terms and by using the Services, you authorize us to directly communicate with you at any or all of the forms of communications including mobile numbers, email addresses and physical addresses that you may either provided us directly or that we may have obtained from third party sources such as health care providers.
- (b) You further acknowledge and agree that any such communication, by phone or SMS, would constitute a “Transactional Message” as per the Telecom Commercial Communications Customer Preference Regulations, 2018, notified by the Telecom Regulatory Authority of India.

5. TERMINATION

- 5.1. You agree that we, in our sole discretion, for any or no reason, and without penalty, may suspend or terminate your account (or any part thereof) or your use of the Services at any time.
- 5.2. We may also in our sole discretion and at any time discontinue providing access to the Website, or any part thereof, with or without notice.
- 5.3. You agree that any termination of your access to the Services or any user account you may have, or portion thereof may be without prior notice, and you agree that we will not be liable to you or any third party for any such termination.
- 5.4. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies we may have at law or in equity.
- 5.5. Upon termination for any reason, you agree to immediately stop using the Services.

6. THIRD PARTY WEBSITES

The Website may have links to third party websites and webpages, which may have information on topics of interest to you. However, we do not sponsor or endorse any of these sites, nor do we make any guarantee, warranty or representation regarding the accuracy of the information contained on these websites. Further, we have no control over the privacy or security practices of these external websites.

7. LIMITATION OF LIABILITY

- 7.1. In no event will we or our agents, licensors, partners, suppliers be liable to you for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages (including without limitation lost business opportunities, lost revenues, or loss of anticipated profits or any other pecuniary or non-pecuniary loss or damage of any nature whatsoever) arising out of or relating to: (a) these Terms; (b) the Services or the Website; (c) your use or the inability to use the Services or the Website.
- 7.2. In no event will we or any of our partners, contractors, directors, employees, agents, third party partners, licensors or suppliers' total liability to you for all damages, liabilities, losses, and causes of action arising out of or relating to: (a) these Terms; (b) the Services or the Website; or (c) your use or the inability to use the Services or the Website, however caused and whether arising in contract, tort including negligence, warranty or otherwise, exceed the amount paid by you, if any, for using the portion of the Services, or the Website giving rise to the cause of action or INR 1,000 (Indian Rupees One Thousand only), whichever is less.

8. INDEMNIFICATION

You agree to indemnify, save and hold harmless us, and our partners, affiliates, contractors, employees officers, agents and third party partners harmless from any and all claims, losses, damages, ad liabilities, costs and expenses, including without limitation legal fees and expenses arising out of or related to your use or misuse of the Services or the Website, any violation of these Terms or any of the covenants made by you herein.

9. CONTENT AND INTELLECTUAL PROPERTY RIGHTS

- 9.1. All content included on the Website, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software, is our property, or the property of our affiliates or content suppliers, and is protected by Indian and international intellectual property law, including copyright, authors' rights and database rights laws. The compilation of all content on the Website is our exclusive property, and is protected by laws of India and international copyright and database right laws. All software used on the Website is also our exclusive property, or the property of our affiliates or software suppliers, and is protected by Indian and international copyright and authors' rights laws.
- 9.2. You are hereby granted a limited license to access and make personal use of the Website (as applicable) for the Services, but not to modify it, or any portion of it, without our express written consent.
- 9.3. The Users are not permitted to host, display, upload, modify, publish, transmit update or share any information that:
- (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, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
 - (c) harms minors in any way;
 - (d) infringes any patent, trademark, copyright or other proprietary rights;
 - (e) violates applicable law;
 - (f) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - (g) impersonates another person;
 - (h) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or
 - (i) 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 cognizable offence or prevents investigation of any offence or is insulting any other nation.
- 9.4. We, upon obtaining knowledge by ourselves or been brought to actual knowledge by an affected person in writing or through email signed with electronic signature about any such information as mentioned above, will be entitled to disable such information that is in contravention of Clause 9.3. We will also be entitled to preserve such information and associated records for at least 90 (ninety) days for production to governmental authorities for investigation purposes.
- 9.5. We may disclose or transfer User-generated information to our affiliates or governmental authorities in such manner as permitted or required by applicable law, and you hereby consent to such transfer.

10. LICENSE TO USE THE WEBSITE

- 10.1. We grant you a limited license to access and make personal use of the Website, but not to modify it, or any portion of it, except with our written consent. This license does not include any resale or commercial use of the Website or its contents; any collection and use of any product listings, descriptions or prices; any derivative use of the Website or its contents; any downloading or copying of account information for the benefit of another user, or any use of data mining, robots or similar

data gathering and extraction tools.

- 10.2. The Website or any portion thereof (including but not limited to any copyrighted material, trademarks, or other proprietary information) may not be reproduced, duplicated, copied, sold, resold, visited, distributed or otherwise exploited for any commercial purpose without our express written consent.
- 10.3. You will not frame or use framing techniques to enclose any trademark, logo or other proprietary information (including images, text, page layout, or form) that belongs to us without express written consent. You will not use any metatags or any other 'hidden text' utilizing our names or trademarks or logos, without express consent thereof. Any unauthorized use terminates the permission or license granted by us to you.

11. PRIVACY

By using the Website and/or the Services you agree to our Privacy Policy the terms of which are incorporated into, and form a crucial part of, these Terms.

12. GOVERNING LAW AND JURISDICTION

These Terms are governed by, and construed in accordance with the laws of India. You agree, as we do, to submit to the exclusive jurisdiction of courts in New Delhi, India.