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By using the shopping services of Gharse.in you agree to be bound by these Terms and Conditions. All products/services and information displayed on Gharse.in constitute a mere "**invitation to offer**". Your order for purchase constitutes your "**offer**" which shall be subject to the Terms and Conditions as listed hereinbelow. Gharse.in reserves the right to accept or reject your offer at any time or under any circumstances without any liability whatsoever.

Definitions

"Agreement/Terms and Conditions" means the Terms and Conditions as detailed herein, including, without limitation, all schedules, appendices, annexures, privacy policy, and will include the references to this Agreement as amended, negated, supplemented, varied or replaced from time to time.

"Gharse.in" or "Website" means the online shopping platform and the services provided by it and its affiliates which provide a platform to the Users of Gharse.in to buy the products listed on Gharse.in.

"Vendor" / "Seller" / "Affiliates" shall mean the person or any legal entity which merely **invites offers for sale** of products or services on Gharse.in.

"Product/Products" means and includes any goods, merchandise, products, services, offers, display items that are uploaded or showcased or displayed on Gharse.in by various Vendors or Sellers or Affiliates and the related description, information, procedure, processes, warranties, delivery schedule, etc.

Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you are under 18, you may use Gharse.in only with involvement of a parent or guardian or otherwise, Gharse.in has the right to cancel any order or service to the User. Gharse.in and its Affiliates reserve the unilateral right to refuse services and/or products, terminate accounts, remove or edit content, or cancel orders in their sole discretion. Gharse.in offers a platform to various vendors, Sellers, Affiliates for the supply of Products and Services directly to the end Users/customers. Gharse.in is a mere marketplace for the Products and Services, in respect of which offers are invited by the Vendors, Affiliates, etc. The after sales services and warranty for the Products or Services sold by the Affiliate, Vendors, etc, as duly applicable, for the respective Products, will be taken undertaken and handled by the respective Vendors, Affiliates, etc., as the case may be, through their respective service centres and Gharse.in accepts no responsibility or liability in respect thereto.

Disclaimer of warranties and limitation of liability

This service has been made available to use by Gharse.in only as a matter of convenience.

Gharse.in shall not be liable for:

1. Any claim, prejudice, loss or liability arising to any person, User, Customer or entity due to uploading of any obscene, vulgar, distasteful, violent, blasphemous, defamatory or pornographic content and/or images, photograph or a picture or altering or distorting the content or images available under this service/Website in an obscene, vulgar or pornographic manner.
2. All warranties express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.
3. Any damages of any kind arising from the use of this Website, including, but not limited to, any direct, indirect, incidental, punitive, and consequential damages.
4. Gharse.in shall endeavour, without any liability, to maintain the confidentiality of information voluntarily or involuntarily provided to Gharse.in by the User. It is also clearly understood by the User that all warranties and after sales services, implied or express, take place directly between the

Affiliates, Vendors and the User/buyer/customer in accordance with the terms of sale by the Affiliates, Vendors, etc.

5. Any damage suffered by Users from use of the services on this Website. This, without limitation, includes loss of revenue/data resulting from delays, non-deliveries, missed deliveries, or service interruptions as may occur because of any act / omission of the vendor or Gharse.in. This disclaimer of liability also applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortuous behaviour, negligence, or under any other cause of action.
6. Gharse.in assumes no liability whatsoever for any monetary or other damage suffered by you on account of the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Website and any interruption or errors in the operation of the Website.
7. User agrees and acknowledges that User shall be solely responsible for User's conduct and that Gharse.in reserves the right to terminate your rights to use the service forthwith, without any liability, notwithstanding penal provisions under the Indian cyber laws or any other allied laws enacted by the government of India or any other statutory, legislative or regulatory authority authorized in this regard from time to time or any international law or convention.
8. In no event shall Gharse.in, its affiliates, employees, agents, consultants, contracted companies be liable for any direct, indirect, punitive, incidental, special or consequential damages or for any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Gharse.in sites/services for interrupted communications, delay, lost data or lost profits arising out of or in connection with this agreement.
9. Gharse.in shall not be liable for any delay or non-delivery of purchased goods due to force majeure reason like floods, fires, wars, acts of God or any cause that is beyond the control of Gharse.in and/or its Affiliates, Vendors, etc..
10. Notwithstanding anything contained herein, Gharse.in acts only as an interface or platform to facilitate and/or integrate transactions between the Users/buyers and seller/s through various platforms (online web store, call centre, mail order catalogues, SMS, etc., as the case may be) and shall in no way be responsible for any quality of product, damages, losses, expenses and/or taxes incurred by Users for the Products or if the Vendors, Affiliates, Sellers are not able to service the order of the User for any reason or any misrepresentation of any sort by the Vendors/Affiliates/Sellers. In no event shall Gharse.in, its directors, officials, representatives and employees be liable for any damages or claims relating to products sold through its various platforms.
11. All prices, unless indicated otherwise are in Indian National Rupees. The availability of products is subject to change without prior notice at the sole discretion of Gharse.in and orders can be cancelled if the product goes out of stock with the Vendor or Seller. Gharse.in reserves the right to refuse or cancel any order placed for a product that is listed at an incorrect price which may be higher or lower

than published. This shall be regardless of whether the order has been confirmed and/or payment been levied via credit card or cheque or otherwise. In the event the payment has been processed by Gharse.in the refund amount shall be credited to your credit card account and duly notified to you by email or sent by cheque.

12. In a credit/debit card transaction, you must use a credit /debit card that is issued in the name of the User. Gharse.in will not be liable for any credit/debit card fraud because of the card being used fraudulently. The liability to use a credit/debit card or a net banking transaction fraudulently will be on the User and the onus to 'prove otherwise' shall be exclusively on the User.
13. Any request for cancellation of orders once duly placed on the site, shall not be entertained.
14. In the event that a non-delivery occurs on account of a mistake by you (i.e. wrong name or address) any extra cost incurred by Gharse.in for re-delivery shall be claimed from the User placing the order.
15. All Products are duly screened and assured by the respective Vendors to ensure that the Products are of the standard quality, composition, style or model that they represent and as displayed on Gharse.in by the Vendor, Seller or Affiliate. All and any additional information/description, etc. for a product that is displayed/showcased on Gharse.in is on behalf of the Vendor, Seller or Affiliate and is as provided to Gharse.in. Gharse.in does not take any responsibility for any incorrect or error in the display/showcase of such information.
16. The service(s) of Gharse.in Shopping may be offered free or there may be levy of some charge on the use of the Website. However, Gharse.in reserves the right to charge for any facilities or freight or handling charges or shipping charges or statutory taxes as per the terms of the buyer/seller. Gharse.in and its affiliates reserve the right to cancel orders for the Product in their sole discretion for any reason which can include but not limited to, the Product being out of stock, or for any other reason without intimation to the User.
17. Use of the Gharse.in website is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "**incompetent to contract**" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Gharse.in website. **If you are a minor i.e. under the age of 18 years, you shall not register as a member of the Gharse.in** website and shall not purchase any items. As a minor if you wish to purchase an item, such purchase may be made by your legal guardian or parents who have registered as users of the Gharse.in website or can use the Gharse.in website as a Guest User. Gharse.in reserves the right to terminate your registration and refuse to provide you with access to the Gharse.in website if it is brought to Gharse.in's notice or if it is discovered that you are under the age of 18 years. If you are registering as a business entity, you represent that you are duly authorized by the business entity to accept these Terms & Conditions/User Agreement and you have the authority to bind that business entity to these Terms & Conditions/User Agreement.

Your Obligations

You shall not host, display, upload, modify, publish, transmit, update or share any information or comment or data, photograph, image, symbol, representation, etc. which:

1. belongs to another person and to which you do not have any right to.
2. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, 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; 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;
3. is misleading in any way.
4. is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, pedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;
5. harasses or advocates harassment of another person;
6. involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing or "spamming";
7. promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
8. 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];
9. promotes an illegal or unauthorized copy of another person's copyrighted work 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;
- 10.contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
- 11.provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
- 12.provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- 13.contains video, photographs, or images of another person age 18 or older without his or her express written consent and permission or those of any minor (regardless of whether you have consent from the minor or his or her legal guardian).
- 14.tries to gain unauthorized access or exceeds the scope of authorized access to the Sites or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Sites or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
- 15.engages in commercial activities and/or sales without Gharse.in's prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" items related to the Sites. Throughout this Terms and Conditions of Use, Gharse.in's "prior written

consent" means a written communication coming from Gharse.in's Legal department, specifically in response to your request, and specifically addressing the activity or conduct for which you seek authorization;

- 16.solicits gambling or engages in any gambling activity which Gharse.in, in its sole discretion, believes is or could be construed as being illegal;
- 17.interferes with another user's use and enjoyment of the Gharse.in Website or any other individual's user and enjoyment of similar services;
- 18.refers to any website or URL that, in the sole discretion of Gharse.in, contains material that is inappropriate for the Gharse.in Website or any other Website, contains content that would be prohibited or violates the letter or spirit of these Terms of Use.
- 19.harms minors in any way;
- 20.infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen items;
- 21.violates any national or international law or custom or convention for the time being in force;
- 22.deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
23. impersonates another person;
- 24.contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
- 25.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.
- 26.shall not be false, inaccurate or misleading;
- 27.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.
- 28.shall not create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers;

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Listing and Online E-Shopping Offer

Vendors may list information in respect of the goods and/or services offered by them on Gharse.in through a paid account or through the free listing service provided by Gharse.in either as an Online E-Shop or as a mere listing, the features whereof have been more particularly set out in Annexure – A annexed hereto. The Vendors shall be absolutely and solely accountable and liable for the truth of the information provided by them to the Users and Gharse.in shall not be liable in any manner whatsoever in respect thereof or in respect of any adverse consequences occasioned to the User.

Payment and Delivery

Gharse.in offers multiple methods to make payments for your order: Credit Card & Debit Card, Net Banking, E-Gift Voucher and Cash on Delivery. All Credit/Debit card details remain confidential and private. Gharse.in and our trusted payment gateways use SSL encryption technology to protect your card information. The maximum order value for a Cash on Delivery payment is Rs.50,000. It's strictly a cash-only payment method; e-Gift Vouchers or Store Credit cannot be used for Cash on Delivery orders. Please note, we do not accept foreign currency as payment against a Cash on Delivery order.

While availing any of the payment method/s offered at Gharse.in, Gharse.in will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to you due to:

1. Lack of authorization for any transaction/s, or
2. Exceeding the preset limit mutually agreed by you and between your "Bank/s", or
3. Any payment issues arising out of the transaction, or
4. Decline of transaction for any other reason/s.

All payments made against the purchases/services on Gharse.in by you shall be compulsorily in Indian National Rupee acceptable by the Union of India. Gharse.in does not accept any other form of currency with respect to the purchases made on Gharse.in, unless specifically mentioned.

The estimated time of delivery may be mentioned on every page and against every item. It may differ from one item to another.

We endeavour that all the deliveries are processed through reputed couriers, however, we bear no liability for items/products dispatched directly by the Manufacturers and any loss or damage caused to the products in transit. All the Users are required to ascertain the condition of the delivered items. Any complaint of defect or damage reported after the acceptance of delivery of the Product/item shall not be entertained by Gharse.in.

If you cancel your order before your product/item has shipped, we will refund the entire amount. However, if the cancellation is after your product has shipped, you can do one of the following:

1. If your product has shipped but has not yet been delivered, contact Customer Support and inform them of the same.
2. If you received the product, it will be eligible for replacement, only in cases where there are defects found with the product at the time of accepting delivery of the product/item..

The Following shall not be eligible for return or replacement -

- Damages due to misuse of product;
- Incidental damage due to malfunctioning of product;
- Any consumable item which has been used or installed;
- Products with tampered or missing serial / UPC numbers;
- Digital products and services
- Any damage / defect which are not covered under the manufacturer's warranty;
- Any product that is returned without all original packaging and accessories, including the box, manufacturer's packaging if any, and all other items originally included with the product(s) delivered;

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Notwithstanding other legal remedies that may be available to Gharse.in, Gharse.in may in its sole discretion limit user activity by immediately removing user listing either temporarily or indefinitely or suspend or terminate user membership, and/or refuse to provide user with access to the site if: The user is in breach any of the terms and conditions of this agreement and/or the terms and conditions of usage of Gharse.in; The user has provided wrong, inaccurate, incomplete or incorrect information; The user attempts to defraud Gharse.in by using the functionalities on the website; Your actions may cause any harm, damage or loss to the other Users or Gharse.in; Illegal and/or unauthorized use of the service, including unauthorized framing of or linking to the Gharse.in site will be investigated, and appropriate legal action will be taken, including without limitation, civil, criminal and injunctive redress.

Risk of Loss

All items purchased from Gharse.in are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon the delivery to the carrier by the vendor, merchant, affiliate or manufacturer.

Product Description

The Affiliates and Vendors have represented to Gharse.in that they attempt to be as accurate as possible. However, Gharse.in does not warrant that product descriptions or other content or prices/amounts of this site is accurate, complete, reliable, current, or error-free. If a product offered by Gharse.in itself is not as described, your sole remedy is to return it in unused condition.

Pricing

Except where noted otherwise, the Selling Price displayed against products on our website represents the full retail price listed on the product itself, suggested /offered by the manufacturer or supplier or

one of our merchants/affiliates, or estimated in accordance with standard industry practice; or the estimated retail value for a comparably featured item offered elsewhere. The Selling Price is a comparative price estimate and may or may not represent the prevailing price in every area on any particular day. For certain items that are offered as a set, pack, combo or arrangement, the Selling Price may represent "open-stock" prices, which mean the aggregate of the manufacturers' estimated or suggested retail price for each of the items included in the set, pack, combo or arrangement. The final price that will be applicable to a user for purchase and payment will be as per the price that is displayed in the shopping cart of the customer which can be inclusive or exclusive of any other charges in terms of the usage of the website.

Material Submitted by Users

Certain elements of the site may contain material/information/comments/feedback submitted by users. Gharse.in accepts no responsibility in respect of such contents' accuracy or conformity to applicable laws.

Advertising Material

Part of the site may contain advertising/other material submitted to Gharse.in by third parties. Responsibility for ensuring that material submitted for inclusion on the Site complies with applicable International and National law is exclusively on the advertisers and Gharse.in will not be responsible for any claim, error, omission or inaccuracy in advertising material and any loss which occasions to the users or anyone else on account of such claim, omission, inaccuracy, etc.. Gharse.in reserves the right to omit, suspend or change the position of any advertising material submitted for insertion. Acceptance of advertisements on the Site will be subject to Gharse.in terms and conditions which are available on request.

The Vendors and Affiliates have represented and warranted to Gharse.in that the advertisement of their Products or Services, if any, confirms with the Advertising Code of India as enunciated under the Cable Television Networks (Regulation) Act, MIB guidelines, ASCI guidelines and/or any other rules, regulations, directives, guidelines or notifications, which may be issued by any statutory, administrative, judicial or regulatory body from time to time.

Indemnity

You shall indemnify and hold harmless Gharse.in, its subsidiaries, affiliates, third-parties and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of your breach of the User Agreement and Terms and Conditions or your violation of any law, rules or regulations or the rights of a third party.

Dispute Settlement

If any dispute arises between you and Gharse.in during your use of the Website or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of the Agreement, shall be decided by a sole Arbitrator, having summary powers, appointed by Gharse.in as per the provisions of the Arbitration and Conciliation Act, 1996 or any amendments thereto. The seat of arbitration shall be Mumbai and the language shall be English.

Applicable law

This site is created and controlled Gharse.in and shall be governed by the laws of India. The courts in Mumbai shall have exclusive jurisdiction in respect of all the terms, conditions and disclaimers.

Entire Agreement

These Terms and Conditions of Service constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. The clauses as above shall survive the termination or expiry of this agreement. This electronic record is generated by a computer system and does not require any physical or digital signatures.

Electronic Communication

When you visit Gharse.in or send e-mails to us or give us your feedback, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Annexure – A
Listing and Online E-Shopping