

Last updated on July 16, 2020

TERMS OF USE

1. GENERAL

- 1.1 This document (“**T&C**”) is an electronic record in terms of: (i) Information Technology Act, 2000; (ii) the rules framed there under as applicable; and (iii) the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.
- 1.2 This T&C is published in accordance with the provisions of Information Technology Act, 2000 and the rules made thereunder that require publishing the rules and regulations, privacy policy and terms of use for access or usage of our website <http://shop.thebetterindia.com> (“**Website**”) and our mobile application <http://shop.thebetterindia.com> (“**Application**”). For the purposes of this T&C, the Website and Application shall be together referred to as “**Platform**”.
- 1.3 The Platform is owned, registered and operated by “**Vikara Services Private Limited**” (“**Company**”, “**we**”, “**our**” or “**us**”), a private limited company, incorporated under the provisions of the Companies Act, 2013 and having its registered office at Unit No. 402, 4th Floor, Prestige Feroze, No.74, Sampangi Ramaswamy Temple Street (Earlier Cunningham Road), Bengaluru, Karnataka 560052.
- 1.4 This T&C, the [Privacy Policy](#), and the [Terms of Service](#) together govern the terms of use of the Platforms.
- 1.5 The Company operates the Platform to provide online access to information about the Company and the products, services, and opportunities we provide at the Company (“**Services**”). Please read these T&C carefully before you use the Services. If you do not agree to these T&C, the [Privacy Policy](#), and the [Terms of Service](#), you may not use the Services. By using the Platform, you signify your acceptance to the T&C, the [Privacy Policy](#), and the [Terms of Service](#), which takes effect immediately upon your use the Services, and create a legally binding arrangement to abide by the same.
- 1.6 We reserve the right to change the T&C at any time without notice posting changes on our Website and you shall be liable to update yourself of such changes, if any, by accessing the changes on the Website.
- 1.7 In order to access or use the Services, you must be 18 years of age or over. If you are under 18 and you wish to access or use the Services, your parents or legal guardian must acknowledge and agree to this T&C. Should your parents or legal guardian fail to agree or acknowledge the T&C, you shall immediately discontinue its use.
- 1.8 You can access the Services on your mobile phones, tablets, laptops or other electronic devices (“**Devices**”) by registering to become a user (“**User**”) in accordance with the [Use of the Services](#)

- 1.9 You agree to use and access the Services in accordance with the [User Conduct](#).
- 1.10 The availability of the Services, security and accuracy is subject to our [Availability of Services, Security and Accuracy Policy](#).

2. PASSWORD SECURITY

- 2.1 If you register on the Platform, you are responsible for maintaining the confidentiality of your identification and password information, and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your member identification and password.

3. DISCLAIMERS

- 3.1 THE PLATFORM MAY BE UNDER CONSTANT UPGRADES, AND SOME FUNCTIONS AND FEATURES MAY NOT BE FULLY OPERATIONAL.
- 3.2 WE DISCLAIM ANY LIABILITY ARISING DUE TO THE VAGARIES THAT CAN OCCUR IN THE ELECTRONIC DISTRIBUTION OF INFORMATION.
- 3.3 YOU ACKNOWLEDGE THAT THIRD PARTY SERVICES ARE AVAILABLE ON THE PLATFORM. WE MAY HAVE FORMED PARTNERSHIPS OR ALLIANCES WITH SOME OF THESE THIRD PARTIES FROM TIME TO TIME IN ORDER TO FACILITATE THE PROVISION OF CERTAIN SERVICES TO YOU. HOWEVER, YOU ACKNOWLEDGE AND AGREE THAT AT NO TIME ARE WE MAKING ANY REPRESENTATION OR WARRANTY REGARDING ANY THIRD PARTY'S SERVICES NOR WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENCES OR CLAIMS ARISING FROM OR IN CONNECTION WITH SUCH THIRD PARTY INCLUDING, AND NOT LIMITED TO, ANY LIABILITY OR RESPONSIBILITY FOR, DEATH, INJURY OR IMPAIRMENT EXPERIENCED BY YOU OR ANY THIRD PARTY. YOU HEREBY DISCLAIM AND WAIVE ANY RIGHTS AND CLAIMS YOU MAY HAVE AGAINST US WITH RESPECT TO THIRD PARTY'S SERVICES.
- 3.4 YOU ASSUME ALL RESPONSIBILITY AND RISK WITH RESPECT TO YOUR USE OF THE PLATFORM. THE SERVICES ARE AVAILABLE "AS IS," AND "AS AVAILABLE". YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND ENDORSEMENTS, EXPRESS OR IMPLIED, WITH REGARD TO THE PLATFORM, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.
- 3.5 WE DO NOT WARRANT USE OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ERRORS WILL BE DETECTED OR CORRECTED. WE DO NOT ASSUME ANY LIABILITY OR RESPONSIBILITY FOR ANY COMPUTER VIRUSES, BUGS, MALICIOUS CODE OR OTHER HARMFUL COMPONENTS, DELAYS, INACCURACIES, ERRORS OR OMISSIONS, OR THE ACCURACY, COMPLETENESS, RELIABILITY OR USEFULNESS OF THE INFORMATION DISCLOSED OR ACCESSED THROUGH THE SERVICES.
- 3.6 IN NO EVENT, UNDER NO LEGAL OR EQUITABLE THEORY (WHETHER TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE), SHALL WE OR ANY OF OUR

RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS OR AFFILIATES, BE LIABLE HEREUNDER OR OTHERWISE FOR ANY LOSS OR DAMAGE OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING FROM THE USE OF THE PLATFORM / SERVICES OR OUR AGREEMENT WITH YOU CONCERNING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, (I) THE USE OF OR INABILITY TO USE THE SITE, THE SERVICE, OR THE CONTENT, (II) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SITE; (III) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SITE, THE SERVICE AND/OR THE CONTENT, (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (V) ANY OTHER MATTER RELATING TO THE SITE, THE SERVICE, OR THE CONTENT, AND ANY COMPENSATORY, DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, LOST ANTICIPATED PROFITS, LOSS OF GOODWILL, LOSS OF DATA, BUSINESS INTERRUPTION, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF WE HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

- 3.7 IF WE ARE HELD LIABLE TO YOU IN A COURT OF COMPETENT JURISDICTION FOR ANY REASON, IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGES IN EXCESS OF INR 100/-.

4. INDEMNITY

You agree to indemnify and hold us and our affiliates, successors and assigns, officers, directors, employees, agents, representatives, licensors, advertisers, suppliers, and operational service providers harmless from and against any and all losses, expenses, damages, costs and expenses (including attorneys' fees), resulting from your use of the Services and / or any violation of this T&C. We reserve the right to assume the exclusive defense and control of any demand, claim or action arising hereunder or in connection with the Platform and all negotiations for settlement or compromise. You agree to fully cooperate with us in the defense of any such demand, claim, action, settlement or compromise negotiations, as requested by us.

5. INTELLECTUAL PROPERTY

- 5.1 We are the owner or the licensee of all intellectual property rights in the Platform, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 5.2 You are prohibited from using any of the marks or logos appearing throughout the Platform without permission from the trademark owner, except as permitted by applicable law.
- 5.3 You must not modify or use any illustrations, photographs, video or audio sequences or any graphics available on the Platform separately from any accompanying text.
- 5.4 You must not use any part of the materials on the Platform for commercial purposes without obtaining a licence to do so from us or our licensors.

5.5 If you print, copy or download any part of the Platform in breach of these T&C, your right to use the Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

6. TREATMENT OF INFORMATION PROVIDED BY YOU

6.1 We process information about you in accordance with our *Privacy Policy*.

7. THIRD PARTY CONTENT

7.1 Your access to third party content shall be governed by our *Third Party Content Policy*.

8. SEVERABILITY

8.1 If any of these terms should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction which that term is illegal, invalid or unenforceable, it shall be severed and deleted and the remaining T&C shall survive, remain in full force and effect and continue to be binding and enforceable.

9. NON-ASSIGNMENT

9.1 You shall not assign or transfer or purport to assign or transfer the contract between you and us to any other person.

10. INDEPENDENT CONTRACTOR

10.1 Nothing contained in this T&C shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

11. NO THIRD-PARTY BENEFICIARIES

11.1 User acknowledges and agrees that this Agreement shall in no event be construed as a third party beneficiary contract, and that it is not intended for the benefit of any person or company whomsoever except the parties hereto.

12. GOVERNING LAW AND DISPUTE RESOLUTION

This T&C shall be governed by and constructed in accordance with the laws of India, without reference to conflict of laws principles. The courts in Bangalore shall have exclusive jurisdiction to determine any disputes arising in relation to, or under, the terms of this T&C. You agree to submit to the jurisdiction of the courts in Bangalore and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts.

USE OF THE SERVICES

1. Your account (“**Account**”) will be automatically created using your mobile number provided at the time of checkout. You can login to your Account by entering your mobile number to which we will send an OTP (One time Password) via SMS. Once the OTP is correctly entered and authenticated, you will have access to your Account.
2. **Linking your Account with Third Party Accounts**
 - (a) As part of the functionality of the Services, you may link your Account with a third party account (“**Third Party Accounts**”), by either:
 - (i) providing your Third Party Account login information to us through the Services; or
 - (ii) allowing us to access your Third Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third Party Account.
 - (b) You represent that you are entitled to disclose your Third Party Account login information to us and/or grant us access to your Third Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third Party Account and without obligating us to pay any fees or making us subject to any usage limitations imposed by such third party service providers.
 - (c) By granting us access to any Third Party Accounts, you understand that we will access, make available, and store (if applicable) any content or information that you have provided to and stored in your Third Party Account (“**SNS Content**”) so that it is available on and through the Services via your Account.
 - (d) Unless otherwise specified in these T&C, all SNS Content, if any, will be considered to be your content for all purposes of these Terms.
 - (e) Depending on the Third Party Accounts you choose and subject to the privacy settings that you have set in such Third Party Accounts, personally identifiable information that you post to your Third Party Accounts will be available on and through your Account on the Services.
 - (f) Please note that if a Third Party Account or associated service becomes unavailable or our access to such Third Party Account is terminated by the third party service provider, then SNS Content will no longer be available on and through the Services.
 - (g) We will create your Account for your use of the Services based upon the personal information you provide to us or that we obtain via an SNS as described above.

3. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete.
4. We reserve the right to suspend or terminate your Account and your access to the Services if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete.
5. You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your Account, whether or not you have authorized such activities or actions. You will immediately notify us of any unauthorized use of your Account.
6. You agree that you will take sole responsibility for any activities or actions on your Device while accessing the Platform, whether or not you have authorized such activities or actions.
7. As a User, you agree to receive promotional SMS and / or emails from the Company. If you choose not to receive such promotional SMS or emails you can opt out by sending us an email at shop@thebetterindia.com. When you exit the Platform, as a User, you may receive a "Thank you" message from us with a link to leave your feedback. You also agree that by using the Services you will continue to receive promotional SMS and emails from us, even if you are registered on Do Not Call or Do Not Disturb registry.
8. Goods and services purchased from the Services are intended for your person use and you represent that the same are not for resale or you are not acting as an agent for other parties.

USER CONDUCT

You agree, undertake and confirm that your use of Platform shall be strictly governed by the following binding principles:

1. You shall not host, display, upload, download, modify, publish, transmit, update or share any information which:
 - (a) belongs to another person and which you do not have any right to;
 - (b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, slanderous, criminally inciting or invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever;
 - (c) is misleading or misrepresentative in any way;
 - (d) is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - (e) involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
 - (f) 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;
 - (g) contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
 - (h) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
 - (i) contains video, photographs, or images of another person (with a minor or an adult);
 - (j) tries to gain unauthorized access or exceeds the scope of authorized access to the Platform or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Platform or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
 - (k) engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter,

advertising and pyramid schemes, or the buying or selling of products related to the Platform;

(l) solicits gambling or engages in any gambling activity which is or could be construed as being illegal;

(m) interferes with another user's use and enjoyment of the Platform or any third party's user and enjoyment of similar services;

(n) refers to any website or URL that, in our sole discretion, contains material that is inappropriate for the Platform or any other website, contains content that would be prohibited or violates the letter or spirit of these T&C;

(o) harm minors in any way;

(p) deceives or misleads the addressee/users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

(q) impersonate another person;

(r) 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;

(s) is false, inaccurate or misleading;

(t) creates liability for us or causes us to lose (in whole or in part) the services of our internet service provider or other suppliers.

2. You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or any content, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Platform. We reserve our right to prohibit any such activity without notifying you of the same.

3. You shall not attempt to gain unauthorized access to any portion or feature of the Platform, or any other systems or networks connected to the Platform or to any server, computer, network, or to any of the services offered on or through the Platform, by hacking, "password mining" or any other illegitimate means.

4. You shall not probe, scan or test the vulnerability of the Platform or any network connected to the Platform nor breach the security or authentication measures on the Platform or any network connected to the

Platform. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to Platform, or any other Buyer, including any account on the Platform not owned by you, to its source, or exploit the Platform or any service or information made available or offered by or through the Platform, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Platform.

5. You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about us or the brand name or domain name used by us, or otherwise engage in any conduct or action that might tarnish the image or reputation, of the Company or otherwise tarnish or dilute any of our trade or service marks, trade name and/or goodwill associated with such trade or service marks, as may be owned or used by us. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Platform or our systems or networks, or any systems or networks connected to the Company.
6. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Platform or any transaction being conducted on the Platform, or with any other person's use of the Platform.
7. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to us on or through the Platform or any service offered on or through the Platform. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.
8. You may not use the Platform or any content on the Platform for any purpose that is unlawful or prohibited by these T&C, or to solicit the performance of any illegal activity or other activity that infringes the rights of the Company and/or others.
9. You shall at all times ensure full compliance with the applicable provisions, as amended from time to time, of (a) the Information Technology Act, 2000 and the rules thereunder; (b) all applicable domestic laws, rules and regulations (including the provisions of any applicable exchange control laws or regulations in force); and (c) international laws, foreign exchange laws, statutes, ordinances and regulations (including, but not limited to sales tax/VAT, income tax, octroi, service tax, central excise, custom duty, local levies) regarding your use of our service and your listing, purchase, solicitation of offers to purchase, and sale of products or services. You shall not engage in any transaction in an item or service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.
10. In order to allow us to use the information supplied by you, without violating your rights or any laws, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights you have in your Information, in any media now known or not currently known, with respect to your Information. We will only use your information in accordance with these T&C and Privacy Policy applicable to use of the Platform.

11. From time to time, you shall be responsible for providing information relating to the products or services proposed to be sold by you. In this connection, you undertake that all such information shall be accurate in all respects. You shall not exaggerate or overemphasize the attributes of such products or services so as to mislead other users in any manner.
12. You shall not engage in advertising to, or solicitation of, other users of the Platform to buy or sell any products or services, including, but not limited to, products or services related to that being displayed on the Platform or related to us.
13. We reserve the right, but have no obligation, to monitor the materials posted on the Platform. The Company shall have the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these T&C. Notwithstanding this right, you remain solely responsible for the content of the materials you post on the Platform and in your private messages. Please be advised that such Content posted does not necessarily reflect the Company's views. In no event shall the Company assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the Platform. You hereby represent and warrant that you have all necessary rights in and to all Content which you provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libellous, tortious, or otherwise unlawful information.
14. It is possible that other users (including unauthorized users or 'hackers') may post or transmit offensive or obscene materials on the Platform and that you may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about you due to your use of the Platform, and that the recipient may use such information to harass or injure you. We do not approve of such unauthorized uses, but by using the Platform you acknowledge and agree that we are not responsible for the use of any personal information that you publicly disclose or share with others on the Platform. Please carefully select the type of information that you publicly disclose or share with others on the Platform.

AVAILABILITY OF THE PLATFORM, SECURITY AND ACCURACY

- (a) We endeavour to make the Platform available all day, i.e. 24x7. However, we do not represent that access to the Platform will be uninterrupted, timely, error free, free of viruses or other harmful components or that such defects will be corrected.
- (b) We do not warrant that the Platform will be compatible with all hardware and software which you may use. We shall not be liable for damage to, or viruses or other code that may affect, any equipment (including but not limited to your mobile device), software, data or other property as a result of your download, installation, access to or use of the Platform or your obtaining any material from, or as a result of using, the Platform. We shall also not be liable for the actions of third parties.
- (c) We do not represent or warranty that the information available on the Platform will be correct, accurate or otherwise reliable.
- (d) We reserve the right to suspend or withdraw access to the Platform to you personally, or to all users temporarily or permanently at any time without notice.

THIRD PARTY CONTENT

- (a) We cannot and will not assure that other Users are or will be complying with the foregoing rules or any other provisions of this T&C, and, as between you and us, you hereby assume all risk of harm or injury resulting from any such lack of compliance.
- (b) You acknowledge that when you access a link when accessing the Platform, the site you will enter into is not controlled by us and different terms of use and privacy policy may apply. By assessing links, you acknowledge that we are not responsible for those sites. We reserve the right to disable links to and / or from third-party sites to the Platform, although we are under no obligation to do so. If you have any queries, concerns or complaints about such third party websites or mobile applications you must direct them to the operator of that third party website or mobile application.
- (c) We have no control over and accept no responsibility for the content of any website or mobile application to which a link from the Platform exists (unless we are the provider of those linked websites or mobile applications). Such linked websites and mobile applications are provided “as is” for your convenience only with no warranty, express or implied, for the information provided within them.