

# Terms of Use

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Please read the following terms and conditions very carefully as your use of services is subject to your acceptance of and compliance with the following terms and conditions ("Terms").

By subscribing to or using any of our services you agree that you have read, understood and are bound by the Terms, regardless of how you subscribe to or use the services. If you do not want to be bound by the Terms, you must not subscribe to or use our services.

In these Terms, references to "you", "User" shall mean the end user accessing the Website, its contents and using the Services offered through the Website, "Service Providers" mean independent third party service providers, and "we", "us" and "our" shall mean Sharktribe Fashion (India) Private Limited and its affiliates.

## Introduction:

a) Sharktribe.in (or [www.sharktribe.in](http://www.sharktribe.in) website ("Website") is an Internet based content and e-commerce portal owned and operated by Sharktribe Fashion (India) Private Limited, a company incorporated under the laws of India.

b) Use of the Website is offered to you conditioned on acceptance without modification of all the terms, conditions and notices contained in these Terms, as may be posted on the Website from time to time. Sharktribe Fashion (India) Private Limited at its sole discretion reserves the right not to accept a User from registering on the Website without assigning any reason thereof.

## User Account, Password, and Security:

You will receive a password and account designation upon completing the Website's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify us of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 2.

## Services Offered:

[www.sharktribe.in](http://www.sharktribe.in) provides a number of Internet-based services through the Web Site (all such services, collectively, the "Service"). Primarily, we sell apparels. The website's services and offerings may change from time to time.

## Privacy Policy:

The User hereby consents, expresses and agrees that he has read and fully understands the Privacy Policy of [www.sharktribe.in](http://www.sharktribe.in) in respect of the Website. The user further consents that the terms and contents of such Privacy Policy are acceptable to him.

## Limited User:

The User agrees and undertakes not to reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Website. Limited reproduction and copying of the content of the Website is permitted provided that

SharkTribe's name is stated as the source and prior written permission of Sharktribe Fashion (India) Private Limited is sought. For the removal of doubt, it is clarified that unlimited or wholesale reproduction, copying of the content for commercial or non-commercial purposes and unwarranted modification of data and information within the content of the Website is not permitted.

**User Conduct and Rules:**

You agree and undertake to use the Website and the Service only to post and upload messages and material that are proper. By way of example, and not as a limitation, you agree and undertake that when using a Service, you will not:

(a) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others;

(b) publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;

(c) upload files that contain software or other material protected by intellectual property laws unless you own or control the rights thereto or have received all necessary consents;

(d) upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Website or another's computer;

(e) conduct or forward surveys, contests, pyramid schemes or chain letters;

(f) download any file posted by another user of a Service that you know, or reasonably should know, cannot be legally distributed in such manner;

(g) falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;

(h) violate any code of conduct or other guidelines, which may be applicable for or to any particular Service;

(i) violate any applicable laws or regulations for the time being in force in or outside India; and

(j) violate any of the terms and conditions of this Agreement or any other terms and conditions for the use of the Website contained elsewhere herein.

**User Warranty and Representation:**

The user guarantees, warrants, and certifies that you are the owner of the content which you submit or otherwise authorised to use the content and that the content does not infringe upon the property rights, intellectual property rights or other rights of others. You further warrant that to your knowledge, no action, suit, proceeding, or investigation has been instituted or threatened relating to any content, including trademark, trade name service mark, and copyright formerly or currently used by you in connection with the Services rendered by [www.sharktribe.in](http://www.sharktribe.in).

**Exactness Not Guaranteed:**

[www.sharktribe.in](http://www.sharktribe.in) hereby disclaims any guarantees of exactness as to the finish and appearance of the final customized Product as ordered by the user. The quality of any products, Services, information, or other material purchased or obtained by you through the Website may not meet your expectations. Alterations to certain aspects of your custom product order such as the size, color, print process used, print size, print color etc., may be required due to limitations caused by available product, available production materials, production equipment capabilities, as well as limitations caused by the quality or type of your desired design. In this instance you agree that we send an approval request via the email address which you submitted when placing your order. If you do not agree with the requested change your order will be cancelled and you will be fully refunded via your initial method of payment.

**Intellectual Property Rights:**

a) Unless otherwise indicated or anything contained to the contrary or any proprietary material owned by a third party and so expressly mentioned, Sharktribe.in owns all Intellectual Property Rights to and into the Website, including, without limitation, any and all rights, title and interest in and to copyright, related rights, patents, utility models, trade marks, trade names, service marks, designs, know-how, trade secrets and inventions (whether patentable or not), goodwill, source code, meta tags, databases, text, content, graphics, icons, and hyperlinks. You acknowledge and agree that you shall not use, reproduce or distribute any content from the Website belonging to Sharktribe.in without obtaining authorization from us.

b) Notwithstanding the foregoing, 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.

c) However, no royalty will be owed or paid on the sale of any product containing any material/content which is in violation of any of the provisions of these Terms, including but not limited to no royalty on any images that contain objectionable content or are posted in violation of the intellectual property, privacy or celebrity rights of any person or entity.

**Links To Third Party Sites:**

The Website may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Sharktribe.in or the Website and we are not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Sharktribe.in is not responsible for any form of transmission, whatsoever, received by you from any Linked Site. Sharktribe.in is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Sharktribe.in or the Website of the Linked Sites or any association with its operators or owners including the legal heirs or assigns thereof. The users are requested to verify the accuracy of all information on their own before undertaking any reliance on such information.

**Disclaimer Of Warranties/Limitation Of Liability:**

Sharktribe.in has endeavored to ensure that all the information on the Website is correct, but Sharktribe.in neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data, information, product or Service. In no event shall Sharktribe.in be liable for any direct, indirect, punitive, incidental, special, consequential damages or any other damages resulting from: (a) the use or the inability to use the Services; (b) unauthorized access to or alteration of the user's transmissions or data; (c) any other matter

relating to the services; 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 Website or Service. Neither shall Sharktribe.in be responsible for the delay or inability to use the Website or related services, the provision of or failure to provide Services, or for any information, software, products, services and related graphics obtained through the Website, or otherwise arising out of the use of the website, whether based on contract, tort, negligence, strict liability or otherwise. Further, Sharktribe.in shall not be held responsible for non-availability of the Website during periodic maintenance operations or any unplanned suspension of access to the website that may occur due to technical reasons or for any reason beyond our control. The user understands and agrees that any material and/or data downloaded or otherwise obtained through the Website is done entirely at their own discretion and risk and they will be solely responsible for any damage to their computer systems or loss of data that results from the download of such material and/or data.

**Indemnification:**

You agree to indemnify, defend and hold harmless Sharktribe.in from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by Sharktribe.in that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by you pursuant to these Terms.

**Pricing:**

Prices for products are described on our Website and are incorporated into these Terms by reference. All prices are in Indian rupees. Prices, products and Services may change at our discretion.

**Refunds:**

Money once paid will not be refunded in any case. Replacement of the product may be done if there are any manufacturing defects.

**Shipping:**

Title and risk of loss for all products ordered by you shall pass on to you upon our shipment to the shipping carrier.

**Termination:**

a) Sharktribe.in may suspend or terminate your use of the Website or any Service if it believes, in its sole and absolute discretion that you have breached a term of these Terms.

b) Notwithstanding Section 15.1 above, these Terms will survive indefinitely unless and until Sharktribe.in chooses to terminate them.

c) If you or Sharktribe.in terminates your use of the Website or any Service, Sharktribe.in may delete any content or other materials relating to your use of the Service and Sharktribe.in will have no liability to you or any third party for doing so.

d) You shall be liable to pay for any Service or product that you have already ordered till the time of Termination by either party whatsoever. Further, you shall be entitled to your royalty payments as per the User License Agreement that has or is legally deemed accrued to you.

**Governing Law:**

These terms shall be governed by and constructed in accordance with the laws of India without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of the courts at Tirupur.

**Headings:**

The headings and subheadings herein are included for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of the Terms or the right to use the Website by you contained herein or any other section or pages of the Website or any Linked Sites in any manner whatsoever.

**Interpretation Of Number And Genders:**

The Terms herein shall apply equally to both the singular and plural form of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine and feminine. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". Unless the context otherwise requires, the terms "herein", "hereof", "hereto", "hereunder" and words of similar import refer to the Terms as a whole.

**Severability:**

If any provision of the Terms is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of these Terms shall continue to be in full force and effect.

**Report Abuse:**

As per these Terms, users are solely responsible for every material or content uploaded on to the Website. Sharktribe.in does not review the contents in any way before they appear on the Website. Sharktribe.in does not verify, endorse or otherwise vouch for the contents of any user or any content generally posted or uploaded on to the Website. Users can be held legally liable for their contents and may be held legally accountable if their contents or material include, for example, defamatory comments or material protected by copyright, trademark, etc. If you come across any abuse or violation of these Terms, please report to [contactus@sharktribe.in](mailto:contactus@sharktribe.in).