# Terms & Condition

# **General Terms**

By accessing and placing an order with BrandBaazi Collection, you confirm that you are in agreement with and bound by the terms of service contained in the Terms & Conditions outlined below. These terms apply to the entire website and any email or other type of communication between you and BrandBaazi Collection. Under no circumstances shall BrandBaazi Collection team be liable for any direct, indirect, special, incidental, or consequential damages, including, but not limited to, loss of data or profit, arising out of the use, or the inability to use, the materials on this site, even if BrandBaazi Collection team or an authorized representative has been advised of the possibility of such damages. If your use of materials from this site results in the need for servicing, repair, or correction of equipment or data, you assume any costs thereof. BrandBaazi Collection will not be responsible for any outcome that may occur during the course of usage of our resources. We reserve the right to change prices and revise the resources usage policy at any moment without any prior intimation / notice.

## License

BrandBaazi Collection grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the website strictly in accordance with the terms of this Agreement. These Terms & Conditions are a contract between you and BrandBaazi Collection (referred to in these Terms & Conditions as "BrandBaazi Collection", "us", "we" or "our"), the provider of the BrandBaazi Collection website and the services accessible from the BrandBaazi Collection website (which are collectively referred to in these Terms & Conditions as the "BrandBaazi Collection Service"). You are agreeing to be bound by these Terms & Conditions. If you do not agree to these Terms & Conditions, please do not use the BrandBaazi Collection Service. In these Terms & Conditions, "you" refers both to you as an individual and to the entity you represent. If you violate any of these Terms & Conditions, we reserve the right to cancel your account or block access to your account without notice.

# Definitions and key terms

To help explain things as clearly as possible in this Terms & Conditions, every time any of these terms are referenced, are strictly defined as:

Cookie: small amount of data generated by a website and saved by your web browser. It is used to identify your browser, provide analytics, remember information about you such as your language preference or login information.

Company: when these terms mention "Company," "we," "us," or "our," it refers to BrandBaazi Collection, that is responsible for your information under this Terms & Conditions.

Country: where BrandBaazi Collection or the owners/founders of BrandBaazi Collection are based, in this case is India.

Device: any internet-connected device such as a phone, tablet, computer, or any other device that can be used to visit BrandBaazi Collection and use the services.

Service: refers to the service provided by BrandBaazi Collection as described in the relative terms (if available) and on this platform.

Third-party service: refers to advertisers, contest sponsors, promotional and marketing partners, and others who provide our content or whose products or services we think may interest you.

Website: BrandBaazi Collection's site, which can be accessed via this : https://BrandBaazicollection.in

You: a person or entity that is registered with BrandBaazi Collection to use the Services.

## Restrictions

You agree not to, and you will not permit others to: a) License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the website or make the platform available to any third party. b) Modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the website. c) Remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of BrandBaazi Collection or its affiliates, partners, suppliers or the licensors of the website.

## Payment

If you pay for any of our one-time payment plans, you agree to pay all fees or charges to your account for the Service in accordance with the fees, charges, and billing terms in effect at the time that each fee or charge is due and payable. Your Payment Provider agreement governs your use of the designated credit card account, and you must refer to that agreement and not these Terms to determine your rights and liabilities with respect to your Payment Provider. By providing BrandBaazi Collection with your credit card number and associated payment information, you agree that BrandBaazi Collection is authorized to verify information immediately, and subsequently invoice your account for all fees and charges due and payable to BrandBaazi Collection hereunder and that no additional notice or consent is required. You agree to immediately notify BrandBaazi Collection of any change in your billing address or the credit card or payment mode used for payment hereunder. BrandBaazi Collection reserves the right at any time to change its prices and billing methods, either immediately upon posting on our Site or by e-mail delivery to your organization's administrator(s). Any attorney fees, court costs, or other costs incurred in the collection of delinquent undisputed amounts shall be the responsibility of and paid for by you. No contract will exist between you and BrandBaazi Collection for the Service until BrandBaazi Collection accepts your order by a confirmatory email, SMS/MMS message, or other appropriate means of communication. You are responsible for any third-party fees that you may incur when using the Service.

## Your Suggestions

Any feedback, comments, ideas, improvements or suggestions (collectively, "Suggestions") provided by you to BrandBaazi Collection with respect to the website shall remain the sole and

exclusive property of BrandBaazi Collection. BrandBaazi Collection shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to you.

## Your Consent

We've updated our Terms & Conditions to provide you with complete transparency into what is being set when you visit our site and how it's being used. By using our website, registering an account, or making a purchase, you hereby consent to our Terms & Conditions.

## Links to Other Websites

These Terms & Conditions apply only to the Services provided on our Website. The Services may contain links to other websites not operated or controlled by BrandBaazi Collection. We are not responsible for the content, accuracy, or opinions expressed in such websites, and such websites are not investigated, monitored, or checked for accuracy or completeness by us. Please remember that when you use a link to go from the Services to another website, our Terms & Conditions are no longer in effect. Your browsing and interaction on any other website, including those that have a link on our platform, is subject to that website's own rules and policies. Such third parties may use their own cookies or other methods to collect information about you.

## Cookies

BrandBaazi Collection uses "Cookies" to identify the areas of our website that you have visited. A cookie is a small piece of data stored on your computer or mobile device by your web browser. We use cookies to enhance the performance and functionality of our website but are non-essential to their use. However, without these cookies, certain functionality like videos may become unavailable or you would be required to enter your login details every time you visit the website as we would not be able to remember that you had logged in previously. Most web browsers can be set to disable the use of Cookies. However, if you disable Cookies, you may not be able to access functionality on our website correctly or at all. We never place Personally Identifiable Information in Cookies.

# Modifications to Our website

BrandBaazi Collection solely reserves the right to modify, suspend or discontinue, temporarily or permanently, the website or any service to which it connects, with or without notice and without liability to you.

## Updates to Our website

BrandBaazi Collection may from time to time provide enhancements or improvements to the features/ functionality of the wWebsite, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates"). Updates may modify or delete certain features and/or functionalities of the website. You agree that BrandBaazi Collection has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the website to you. You further agree that all Updates will be (i) deemed to constitute an integral part of the website, and (ii) subject to the terms and conditions of this Agreement.

## **Third-Party Services**

We may display, include or make available third-party content (including data, information, applications, and other products services) or provide links to third-party websites or services ("Third-Party Services"). You acknowledge and agree that BrandBaazi Collection shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. BrandBaazi Collection does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services. Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties terms and conditions.

# Term and Termination

This Agreement shall remain in effect until terminated by you or BrandBaazi Collection. BrandBaazi Collection may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice. This Agreement will terminate immediately, without prior notice from BrandBaazi Collection, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the website and all copies thereof from your computer. Upon termination of this Agreement, you shall cease all use of the wWebsite and delete all copies of the website from your computer. Termination of this Agreement will not limit any of BrandBaazi Collection's rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement.

# **Copyright Infringement Notice**

If you are a copyright owner or such owner's agent and believe any material on our Website constitutes an infringement on your copyright, please contact us setting forth the following information: (a) a physical or electronic signature of the copyright owner or a person authorized to act on his behalf; (b) identification of the material that is claimed to be infringing; (c) your contact information, including your address, telephone number, and an email; (d) a statement by you that you have a good faith belief that use of the material is not authorized by the copyright owners; and (e) the statement that the information in the notification is accurate, and, under penalty of perjury you are authorized to act on behalf of the owner.

## Indemnification

You agree to indemnify and hold BrandBaazi Collection and its parents, subsidiaries, affiliates, officers, employees, agents, partners, and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the website; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

# No Warranties

The Website is provided to you "AS IS" and "AS AVAILABLE" and without warranty of any kind. To the maximum extent permitted under applicable law, BrandBaazi Collection, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory, or otherwise, with respect to the wWebsite, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of a course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, BrandBaazi Collection provides no warranty or undertaking, and makes no representation of any kind that the website will meet your requirements, achieve any intended results, be compatible or work with any other software, websites, systems or services, operate without interruption, meet any performance or reliability standards or be error-free or that any errors or defects can or will be corrected. Without limiting the foregoing, neither BrandBaazi Collection nor any BrandBaazi Collection's service provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the wWebsite, or the information, content, and materials or products included thereon; (ii) that the wWebsite will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the wWebsite; or (iv) that the wWebsite, its servers, the content, or e-mails sent from or on behalf of BrandBaazi Collection are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

## Limitation of Liability

Notwithstanding any damages that you might incur, the entire liability of BrandBaazi Collection and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you onfor the Website. To the maximum extent permitted by applicable law, in no event shall BrandBaazi Collection or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the Website, third-party software and/or third-party hardware used with the wWebsite, or otherwise in connection with any provision of this Agreement), even if BrandBaazi Collection or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

## Severability

If any provision of this Agreement 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. This Agreement, together with the Privacy Policy and any other policies published by BrandBaazi Collection on the Sservices, shall constitute the entire agreement between you and BrandBaazi Collection concerning the Sservices. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and BrandBaazi Collection's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. YOU AND BrandBaazi Collection AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

## Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute waiver of any subsequent breach. No failure to exercise and no delay in exercising, on the part of either party, any right or any power under this Agreement shall operate as a waiver of that right or power. Nor shall any single or partial exercise of any right or power under this Agreement

preclude further exercise of that or any other right granted herein. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern and supersede any such terms.

## Amendments to this Agreement

BrandBaazi Collection reserves the right, at its sole discretion, to modify or replace this Agreement at any time without any prior notice / intimation. Hence we request you to check this Agreement from time to time By continuing to access or use our website after any revisions become effective, it shall be deemed that youyou agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use BrandBaazi Collection.

## **Entire Agreement**

The Agreement constitutes the entire agreement between you and BrandBaazi Collection regarding your use of the Website and supersedes all prior and contemporaneous written or oral agreements between you and BrandBaazi Collection. You may be subject to additional terms and conditions that apply when you use or purchase other BrandBaazi Collection's services, which BrandBaazi Collection will provide to you at the time of such use or purchase.

## **Intellectual Property**

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection, and arrangement thereof), are owned by BrandBaazi Collection, its licensors or other providers of such material and are protected by India and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. The material may not be copied, modified, reproduced, downloaded or distributed in any way, in whole or in part, without the express prior written permission of BrandBaazi Collection, unless and except as is expressly provided in these Terms & Conditions. Any unauthorized use of the material is prohibited.

# Choice of Law and Venue

The Terms of Use and policies shall be expounded and construed with and by the laws of the India, regardless of its conflict to laws and rules in India. Disputes of any sort will be subject to the exclusive jurisdiction of the courts situated within New Delhi and the user hereby will have to comply with the jurisdiction of the courts of Delhi.

## Submissions and Privacy

In the event that you submit or post any ideas, creative suggestions, designs, photographs, information, advertisements, data, or proposals, including ideas for new or improved products, services, features, technologies, or promotions, you expressly agree that such submissions will automatically be treated as non-confidential and non-proprietary and will become the sole property of BrandBaazi Collection without any compensation or credit to you whatsoever. BrandBaazi Collection and its affiliates shall have no obligations with respect to such submissions or posts and may use the ideas contained in such submissions or posts for any purposes in any medium in perpetuity, including, but not limited to, developing manufacturing, and marketing products and services using such ideas.

## Promotions

BrandBaazi Collection may, from time to time, include contests, promotions, sweepstakes, or other activities ("Promotions") that require you to submit material or information concerning yourself. Please note that all Promotions may be governed by separate rules that may contain certain eligibility requirements, such as restrictions as to age and geographic location. You are responsible to read all Promotions rules to determine whether or not you are eligible to participate. If you enter any Promotion, you agree to abide by and to comply with all Promotions Rules. Additional terms and conditions may apply to purchases of goods or services on or through the Services, which terms and conditions are made a part of this Agreement by this reference.

# **Typographical Errors**

In the event a product and/or service is listed at an incorrect price or with incorrect information due to typographical error, we shall have the right to refuse or cancel any orders placed for the product and/or service listed at the incorrect price. We shall have the right to refuse or cancel any such order whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, we shall immediately issue a credit to your credit card account or other payment accounts in the amount of the charge.

## Miscellaneous

Any waiver of any provision of these Terms & Conditions will be effective only if in writing and signed by an authorized representative of BrandBaazi Collection. BrandBaazi Collection will be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by you. BrandBaazi Collection operates and controls the BrandBaazi Collection Service from its offices in India. The Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation. Accordingly, those persons who choose to access the BrandBaazi Collection Service from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. These Terms & Conditions (which include and incorporate the BrandBaazi Collection Privacy Policy) contains the entire understanding, and supersedes all prior understandings, between you and BrandBaazi Collection concerning its subject matter, and cannot be changed or modified by you. The section headings used in this Agreement are for convenience only and will not be given any legal import.

## Disclaimer

BrandBaazi Collection is not responsible for any content, code or any other imprecision. BrandBaazi Collection does not provide warranties or guarantees. In no event shall BrandBaazi Collection be liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, whether in an action of contract, negligence or other torts, arising out of or in connection with the use of the Service or the contents of the Service. The Company reserves the right to make additions, deletions, or modifications to the contents of the Service at any time without prior notice. The BrandBaazi Collection Service and its contents are provided "as is" and "as available" without any warranty or representations of any kind, whether express or implied. BrandBaazi Collection is a distributor and not a publisher of the content supplied by third parties; as such, BrandBaazi Collection as to the accuracy, reliability, or currency of any information, content, service or merchandise provided through or accessible via the BrandBaazi Collection Service. Without limiting the foregoing, BrandBaazi Collection specifically disclaims all warranties and representations in any content transmitted on or in connection with the BrandBaazi Collection Service or on sites that may appear as links on the BrandBaazi Collection Service, or in the products provided as a part of, or otherwise in connection with, the BrandBaazi Collection Service, including without limitation any warranties of merchantability, fitness for a particular purpose or non-infringement of third party rights. No oral advice or written information was given by BrandBaazi Collection or any of its affiliates, employees, officers, directors, agents, or the like will create a warranty. Price and availability information is subject to change without notice. Without limiting the foregoing, BrandBaazi Collection does not warrant that the BrandBaazi Collection Service will be uninterrupted, uncorrupted, timely, or error-free.

## Contact Us

Don't hesitate to contact us if you have any questions. Via Email: Teambrandbaazi@gmail.com Via Phone Number: 8169566565