

## **Terms and Conditions of Use**

### **Terms and Conditions of usage of the website “www.swapfashions.com”, between:**

**Swap Fashions LLP**, a Limited Liability Partnership, having its office at: 15/16, Karamchand Mansion, Barrack Road, Marine Lines, Mumbai – 400 020 (hereinafter referred to as “**SF**”) **and You**, the User of the website:

If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy, govern SF’s relationship with you in relation to the website.

The term “us” or “we” refers to SF, and the term “you” refers to the user or viewer of this website.

### **The use of the website is subject to the following terms and conditions:**

1. The website located at [www.swapfashions.com](http://www.swapfashions.com) (“**Website**”) is owned and operated by SF. SF provides website features and other products and services to you when you visit, swap, thrift items on the Website, use SF’s services, access the Website from your mobile devices, or use software(s) provided by SF in connection with any of the foregoing (“**Services**” collectively). SF provides its products and services subject to these Terms of Use.
2. You accept that you as a visitor/user to the Website are required to read the below terms, and use of the Website constitutes your acceptance and agreement to be bound by such terms, and the changes therein from time to time, relating to your usage of the Website as communicated or made available on the Website.
3. You are aware and you accept that all information, content, materials, products (including, but not limited to text, content, photographs, graphics, video and audio content) on the Website are protected by copyright either in the favour of SF, or third parties from whom the appropriate permissions have been taken under applicable copyright laws and/or under general intellectual property law.

4. Except for your own personal and non-commercial use, you agree that you shall not copy, reproduce, sell, redistribute, publish, enter into a database, display, perform, modify, transmit, license, create derivatives from, transfer or in any way exploit any part of any information, content, materials, services available from or through the Website.
5. You agree that you will not use the Website for any purpose that is unlawful or prohibited by these Terms. You also agree you will not use the Website in any manner that could damage, disable or impair the Website or interfere with any other party's use, legal rights, or enjoyment of the Website.
6. You acknowledge that the software and hardware underlying the Website as well as other Internet related software which are required for accessing the Website are the legal property of either SF or its respective third-party vendors. The permission given by SF to access the Website will not convey any proprietary or ownership rights in the above software/hardware. You agree that you shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software/hardware underlying the Website or create any derivative product based on such software/hardware.
7. You understand and accept that not all the products and Services offered on this Website are available in all geographic areas and you may not be eligible for all the products or Services offered by SF on the Website. SF reserves the right to determine the availability and eligibility for any product or service offered in the Website.
8. You understand and accept that SF is not responsible for the availability of content or other services on third party sites linked from the Website. You are aware that access of hyperlinks to other internet sites are at your own risk and the content, accuracy, opinions expressed, and other links provided by these sites are not verified, monitored or endorsed by SF in any way. SF does not make any warranties and expressly disclaims all warranties express or implied, including without limitation, those of merchantability and fitness for a particular purpose, title or non-infringement with respect to any information or services or products that are available or advertised or sold through these third-party websites.

If performance is prevented, hindered or delayed by a Force Majeure event (as defined below), SF shall not be liable for any failure to perform any of its obligations under these terms and conditions or those applicable specifically to its Services/facilities, and in such case its obligations shall be suspended for so long as the Force Majeure event continues. “Force Majeure Event” means any event, due to any cause beyond the reasonable control of SF, including without limitations, unavailability of any communication systems, breach, or virus in the digital processes or payment or delivery mechanism, sabotage, fire, flood, explosion, acts of god, civil commotion, strikes or industrial action of any kind, riots, pandemics, insurrection, war, acts of government, computer hacking, unauthorised access to computer data and storage devices, computer crashes, malfunctioning in the computer terminal or the systems getting affected by any malicious, destructive or corrupting code or program, mechanical or technical errors/failures or power shut down, faults or failures in telecommunication etc.

9. By using the Services provided through the Website, you shall be deemed to have accepted the Terms and Conditions herein including the amended terms and conditions published on the Website from time to time.
10. Additionally, by continuing using the Website or Services of SF you are confirming that:
  - i. You are 18 years of age or older and where you are acting as Guardian on behalf of a minor, you have the necessary authority to register/sign up for the services on behalf of the minor.
  - ii. You have read and understood the Privacy Policy published on the Website. The information you provide when you register on the Website is true and correct.
  - iii. SF may contact you by phone and/or E-mail in connection with your registration. 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.
11. FOLLOWING ARE THE RULES TO THE FUCNTIONING OF SF’s SWAPPING AND THRIFTING PROGRAM:

The following rules ("**Rules**") govern your participation in our pre-owned fashion swapping and thrifting program (the "**Program**") made available through our Website. Participation in the Program constitutes your acceptance of these Rules, so please review carefully.

- i. To get started, you must register and create a member account ("Account"). If you choose to create an Account, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by SF registration form. Registration data and certain other information about you are governed by our Privacy Policy.
- ii. Upon registration, you can order a Swap Kit by paying the amount stated on the Website. You can fill in as many of your preloved clothes as you may like BUT NOT EXCEEDING 2 KGs. As SF would be paying for a return of the filled-up Swap Kit weighing 2kgs, it is not SF's liability if the Courier partner refuses to deliver the package to SF due to a weight discrepancy. It will be your responsibility to pay any excess amounts as may be demanded by the courier partner to have the package delivered to SF.
- iii. Once your parcel is ready, you need to log in to your Account on the Website and initiate 'SCHEDULE A PICK-UP' of your Swap Kit transaction. Our courier partner will have your package picked up within 2 working days. You need to ensure that the parcel is ready for a handover on both days. It is not SF's liability if the parcel is not sealed well by you and the clothes therein get damaged while in transit.
- iv. You can also send SF your pre-loved clothing/accessories on your own. Our shipping address is 15/16, Karamchand Mansion, Barrack Road, Marine Lines, Mumbai – 400020. SF is not responsible for any damage caused or loss of goods that may occur during the delivery of the said package or if your relevant information is not stated on the parcel. It is your responsibility to provide accurate information on the said package, for SF to be able to get in touch with you.

v. Clothing must be branded and in excellent condition and free from stains, tears/rips/holes, odors, pilling, fading, stretching, missing/broken parts, or alterations. We will carefully inspect your items, determine which items are acceptable, and assign points to accepted items.

vi. WHAT WE ACCEPT

We only accept items in “New/ Next-to-new” condition with no stains, dirt, tears/rips/holes, odors, pilling, fading, stretching, missing/broken parts, or alterations. We accept:

a. Women Western wear (branded only)

b. Kids’ traditional & Western wear (Boys & Girls) – From Newborn to Age 8 (branded only)

vii. POINTS:

All items received by us go through a strict filtration process. Points are awarded within 7 days of receiving the clothes on a fair basis keeping in mind the brand, quality, price, style, and desirability of the product. Points granted to each item will be at the complete discretion of SWAP Fashions. Points will be deducted if any item is found to be in need of upcycling or a wash. If the item is too damaged even for upcycling/cleaning, then the same will be donated to NGOs for recycling or sent for Garage Sales. You do not earn any points for an item that is not accepted.

The Points awarded to you in your account can only be used against swaps made on swapfashions.com. Points cannot be withdrawn in cash. SF can debit/ freeze the account of any user as per T&Cs without notice or without giving any reasons whatsoever. Promotional points added by SF, if any, to the account will be for a temporary period and can be reversed anytime without notice. In case the points are not redeemed for a period of 1 year (from the date they are added to your account), the same will expire.

Points are not your property and are not transferable to anyone by operation of law or otherwise. Points may not be transferred between accounts issued by us unless

allowed by us on the Website (upon payment of a Transfer Fee as may be determined by us), may not be transferred upon death or as part of any domestic relations legal proceedings, and may not be brokered, bartered, sold or transferred in any way. Any attempted transaction of such sort will automatically be void. Anyone selling, purchasing, brokering, bartering, transferring, or altering Points, either wholly or partially, shall be liable for payment of the applicable transfer Fee as determined by SF, as well as all damages, including, but not limited to consequential damages, transaction costs, and litigation costs. Any brokered, bartered, altered, sold, or purchased Points shall likewise be void and may be deducted from your Points balance. Any violation of these provisions will result in termination of your eligibility to participate in the Program and forfeiture of unused Points.

viii. UPCYCLING

If you submit items that are not accepted into the Program, we will send those items for our inhouse upcycling. You agree that we are authorized to perform this action on your behalf. If the item is deemed unfeasible even for upcycling, then the same will be donated to NGOs or sent for Garage Sales. You do not earn any points for an item which is sent for upcycling/ donation.

By sending us your items, you agree that we are authorized to perform the requested action on your behalf. We reserve the right to reject any submitted item that we believe may infringe on or otherwise violate the rights of any third parties or that does not comply with these Rules. Any determinations will be at our sole discretion and will be final. Failure to comply with these Rules may result in disqualification from the Program and we reserve the right to permanently disqualify any person it believes has intentionally violated these Rules.

ix. THRIFTING

You can thrift/ buy any item on the Website by paying in INR even if you have not swapped any clothes with SF. If you have Points but are falling short of it for a

particular item, then the same will need to be thrifed by paying the full price in INR.

x. TITLE TRANSFER

Should you elect to send us your items in exchange for points, good and valid title to the items will be transferred to us, free and clear of all liens. For the avoidance of doubt, as the owner of such items, we will have the right to use such items in any packaging, selling, advertising, marketing, promotion or for any other commercial or non-commercial purpose, without further payment or consideration to you. We are not responsible for the loss of any items sent to us by mistake, including items left in your belongings (e.g., cash or earrings left in a pocket you traded in). You are ultimately responsible for sending only what you originally intended to send to SF. As conditions of entry into this Program and by trading in your items, you represent and warrant that (i) you own beneficially and of record, and possess good and valid title to, such items, free and clear of all liens, (ii) you have all rights necessary to transfer good and valid title to the items, free and clear of all liens, to us, and (iii) the items are authentic and do not infringe on the intellectual property, privacy, publicity rights, trademarks, copyrights, or any other legal or moral rights of any third party.

xi. LOST /STOLEN / COUNTERFEIT PROPERTY

You are prohibited to make use of swapfashions.com for the following activities:

Sending illegal, stolen, counterfeit or designer knockoffs (items that are fakes, inauthentic, stolen, illegally obtained or not manufactured by the designer whose name, logo, trademark, or design is represented in or on the item);

We do not allow the exchange of stolen property through the Program because it is violative of the law. We may withhold or delay, or refuse to process any transaction that we, in our sole discretion, deem fraudulent, suspicious, in violation of these Rules, or believe will impose liability on us, our users, affiliates or any of their respective officers, directors, employees, representatives and agents. If we suspect

any illegal activity, we will proactively notify relevant law enforcement agencies and assist in any resulting investigation or prosecution. For any lost items, including items lost in transit by a third-party carrier, we are not liable for any value above the insured value.

SF will try its best to display only genuine branded clothes on the Website. However, SF is not responsible in case a User has provided a Counterfeit Brand and the same has been accepted and displayed on the Website.

## xii. SHIPPING AND RETURNS

Shipping is a flat Rs. 99/- on all transactions. Items will be shipped by us and received by you within 7 working days of placing the order.

Only purchases that are covered under our Customer Protection Policy are eligible for *Returns & Refunds*.

You may apply for returns & refunds if:

- Your item did not arrive
- An incorrect item arrived
- The item received is significantly different from what was originally listed
- The item has visible defects that were not mentioned in the listing

You are ineligible for returns or refunds if:

- The item did not fit you
- You changed your mind about the item
- Your item arrived later than expected
- There are very minor signs of wear that are almost unnoticeable
- You were unable to receive the item despite multiple tries by the courier partner

If you are eligible for Returns & Refunds under our Customer Protection Policy, you can Email us on [returns@swapfashions.com](mailto:returns@swapfashions.com) within 24 hours of receiving your

item. Returns and refunds are ultimately at the discretion of SF and eligibility for the same shall be decided on a case-to-case basis.

You may be required to provide supporting photos or videos of the item for verifying the return and refund claim. If your return and refund request is accepted, you may be required to ship the item back to us.

## **12. Taxes.**

Transfer of Product(s) for Swap/ Thrift may attract GST which will be levied by SF and paid by you as per statute.

## **13. Governing laws**

The laws of India shall govern these terms and conditions. All disputes are subject, firstly, to mediation, and then by Arbitration by a sole arbitrator appointed by SF. The venue of arbitration will be Mumbai and Bombay High Court shall have exclusive jurisdiction over the disputes arising out of this Agreement.

## **14. Confidentiality**

Except for the purposes of performing its obligations under these terms and conditions and affecting the transaction contemplated herein, you shall keep confidential all non-public information provided to you and shall not disclose such information to any third party except for such information which:

- i. is or becomes generally available to the public (other than as a result of a disclosure by you);
- ii. was available to you on a non-confidential basis;
- iii. becomes available to you on a non-confidential basis from a third party who is not bound by the confidentiality contained herein or is not otherwise prohibited from transferring such information to you;

- iv. SF has permitted disclosure;
- v. you are requested pursuant to, or required by, law, regulation, legal process or regulatory authority to disclose;
- vi. is disclosed to your respective employees and advisors (including legal advisors) who need to know in order to perform their obligations hereunder and who are informed of the confidential nature of such information.

**15. Limitation of Liability, Indemnity, and warranty:**

- i. In no event shall SF be liable to you for any loss or damage that may cause or arise from or in relation to these terms and conditions or due to use of the Website.
- ii. You agree to indemnify SF for all the liabilities (including claims, damages, suits or legal expenses in defending itself in relation to the foregoing) arising due to non-performance and/or non-observance of the duties and obligations under these terms and conditions or due to your acts or omissions.
- iii. You warrant that all the details and information provided by you to SF while using Websites shall be correct, accurate and genuine. You further warrant that providing of such details and information in the Website or sharing of the aforesaid details/information shall not violate any third party right or the intellectual property right of others.