

TERMS & CONDITIONS

Access to and use of the “Delhi RedZ” Platforms (as defined below) and the products and services made available in the Platforms are subject to the following terms, conditions, and notices (“**Terms of Use**”). By accessing and using the Platforms, You (as defined below) agree to all Terms of Use along with the Privacy Policy.

1. Information about Us

The “Delhi Redz” web pages and related content and services (collectively, “**Platforms**”) is owned and licensed by RMZ Active Quest Private Limited (referred to as “RMZ”, “We”, “Us”, “Our”) having its registered office at The Millenia, 12th and 14th Floor, Tower-B 1 and 2, Murphy Road, North Bengaluru, 560008, Karnataka.

The usage of Platforms by the user (“**You**”) / (“**User**”) is subject to the terms and conditions contained herein. Reference to the term ‘You’ or ‘User’ shall mean you individually or in the event you are accepting the terms on behalf of any company or body corporate or such other legal entity, it shall also mean and include such entity.

Any questions pertaining to the Platforms can be forwarded to corpsec@rmz.com

2. Acceptance of Terms of Use

Accessing, browsing or otherwise using the Platforms will be construed as giving your unequivocal and revocable acceptance and acknowledgement to the terms and conditions contained under Terms of Use and binding policies hereof.

By using the Platforms, You declare to have carefully read, understood and agree to be bound by these Terms of Use.

RMZ may at its sole discretion allow or disallow User’s access to Platforms and reserves the right to change any of the terms and conditions contained herein at any point in time.

It is the User’s responsibility to periodically review the update and changes made to these Terms of Use and the continued use of Platforms will be considered as You giving your acceptance to such updates and changes.

3. Eligibility

You should have completed 18 years of age and be competent to enter into a contract under the Indian Contract Act, 1872. If You are under 18 years of age who is intending to avail the services and content available in the Platforms, You should do so through your legal guardian in accordance with applicable law. Where a User downloads and signs into the Platforms, You agree to have read and accepted these Terms of Use.

If You are using the Platforms on behalf of any corporation, company, institution, association or other entity, the User using the Platforms should be authorized by such corporation, company, institution, association or other entity to use and access the Platforms.

By visiting the Platforms and accepting these Terms of Use, you represent and warrant that you are competent to contract under the law you are subjected to. You also represent and warrant that you will use the Platforms in a manner consistent with any and all applicable laws and regulations.

You give your consent that we may add or change these Terms of Use at any time. New terms if any will come into effect immediately and your continued usage of the Platforms shall be in concurrence to these Terms of Use. We recommend you check the Terms of use frequently, as these are subjected to periodical updates.

4. Registration

In general, you can visit the Platforms without purchasing the products or revealing your identity or any personal information about yourself. However, you may not be able to access certain parts, contents and sections of the Platforms or purchase the products unless you register with and create an account in the Platforms and login to such account through the login mechanisms extended by RMZ. Additionally, You will have to confirm that You have read and agreed to these Terms of Use, the Privacy Policy and the Returns and Refund Policy.

The information sought at the time of registration may include your email address, residential address, date of birth and mobile number among other things. You may be required to provide certain additional information as may be specified at the time of registration or as specified in the Privacy Policy. The registration information you provide must be accurate, complete, and current at all times.

You understand that it is your responsibility to protect the information you provide in the Platforms including but not limited to your username, password, email address, contact details and mobile number. You are responsible for maintaining the confidentiality of the password and your account, if any, and for restricting access to your device to prevent unauthorised access to your account and are fully responsible for all activities that occur under your account. You agree to immediately notify RMZ in the event that any unauthorised use of your account or login or any other breach of security comes to your attention.

5. Third Party Services Integration

The Platforms have integrations / might have integration with third party services in future.

These third-party services require you to own a separate account or registration with them. The terms under which those third-party services engage with you, share information or data with the Platforms is case-specific.

You must be aware of the terms and conditions of the respective third-party services before attempting to associate your activity on the Platforms with those services.

We disclaim all liabilities and take no responsibility for the content that may be posted on such third party websites by the users of such websites in their personal capacity on any of the above mentioned links for sharing and/or listing purposes as well as any content and/or comments that may be posted by such user in their personal capacity on any official webpage of RMZ on any social networking platform.

The User acknowledges that RMZ has arrangements with third party service providers to undertake, fulfil, process and complete the orders received from its Users. Further, Users acknowledge the same and agree to abide by the terms and conditions set out by respective third-party service providers.

6. Privacy

Our Privacy Policy incorporated by reference in these Terms of Service, sets out how we will use personal information you provide to us. By using the Platforms, you agree to be bound by the Privacy Policy, and warrant that all data provided by you is accurate and up to date.

7. Exactness of the products listed in the Platforms

The images of the items on the Platforms are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflects the colour of the items. Your items may vary slightly from those images. All sizes and measurements of items are approximate; however, we do make every effort to ensure they are accurate as possible. We take all reasonable care to ensure that all details, descriptions and prices of items are as accurate as possible.

8. Restrictions on Use

You are required to utilize the Platforms only for lawful purposes.

Users will be restrained from using the Platforms in case of

- (a) breach of any applicable, local, national or international law or regulation;
- (b) using the Platforms for unlawful or fraudulent purpose; and
- (c) attempts to send, receive, upload, download or re-use any material contained in the Platforms.

9. Contests

From time to time, we may conduct online contests in the Platforms and issue prizes. Each such contest shall be subject to its own terms and conditions.

10. Intellectual Property Rights

RMZ, its affiliates or associates are the owners or the licensee of all intellectual property rights in the Platforms and in the associated content such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, software, etc. Those works are protected by appropriate Indian / International copyright laws.

All software used on the Platforms are the property of RMZ, its affiliates, associates or its software suppliers and is protected by laws of India and international copyright authors rights and database laws.

Every User grants RMZ a non-revocable, worldwide, royalty-free and sub-licensable right and license to use, copy, publish, reproduce or adapt any content contributed by the User. We won't be liable for any infringement of intellectual property rights.

The trademarks, logos and service marks displayed on the Platforms ("**Marks**") are the properties of RMZ or its affiliates, associates or its content suppliers or users or respective third parties. Users are not permitted to use the Marks without the prior consent of RMZ, its affiliates, associates or its content suppliers or users or the third party that may own the Marks.

You must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by email or other electronic means and whether directly or indirectly and You must not assist any other person to do so. Without the prior written consent of RMZ, modification of the materials, use of the materials on any other website or networked computer environment or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited.

11. Licence

We grant You a limited licence to access and make personal use of the Platforms, but not to download (other than page caching) or modify it, or any portion of it, except with express written consent of RMZ.

You agree not to (i) use the website for any other intend other than the ones exclusively highlighted in these terms (i) modify, copy, reproduce, otherwise tamper with, distribute, license, sell, transmit, broadcast, stream or exploit the Platforms or any part of the Platforms.

12. Information, Availability and Updates

Though we ensure the accuracy and completeness of the information published, some of it is supplied to us by third parties and we are unable to validate its accuracy. You are advised to verify the accuracy of any information before firmly relying on it. Given the innate nature of the internet, the service is prone to errors, interruptions and delays at any time. Hence, the Platforms come with "as is" without warranties of any kind and there is no acceptance of liability arising out of inaccuracy or omission in the information or interruption in availability.

We reserve the right to change (i) the presentation, features, functionality, and content of the Platforms (ii) any third party we engage to provide any aspect of the Platforms to You. Automatic or manual updates are triggered in the Platforms at any time without notice to keep the Platforms updated.

13. No warranty

Products or services made available through and listed in the Platforms are on "as is" and "as available" basis without any warranty of any kind, express, implied, statutory or otherwise, including the implied warranties of title, non-infringement, suitability, accuracy, reliability, completeness, timeliness, performance, safety, merchantability or fitness for a particular purpose or the legality of the products listed or displayed or transacted to the extent permitted by applicable law and RMZ does not accept any liability for any defects, deficiencies, short comings, errors or omissions.

RMZ does not make any representations pertaining to the information, content, products or services included on or otherwise made available to You through or on the Platforms.

The quality of products, services or other material purchased through the Platforms do not carry endorsement of any kind from our end and is the sole liability of the respective seller.

14. Pricing

We ensure that all details of prices appearing on the Platforms are accurate, however errors may occur. If We discover an error in the price of any goods which You have ordered, We will inform you of this as soon as possible. If We are unable to contact You, We will treat the order as cancelled. If You cancel and You have already paid for the goods, You will receive a full refund. The products available on the Platforms are for retail sales, intended for end user consumption and is in no way available for resale.

Additionally, prices for items may change from time to time without notice. However, these changes will not affect orders that have already been dispatched. Please note that the prices listed on the Platforms are only applicable for items purchased on the Platforms and not through any other source.

15. Payments

Prices are listed in Indian Rupees in general.

We accept all payment options such as all major credit / debit Cards, net-banking, etc as may be applicable from time to time. Users hereby agree to provide accurate information of credit / debit cards and other payment instruments to purchase products on the Platforms. Every User warrant that he/she may not utilize any payment information illegally owned by the User. The Platforms shall not utilize or share user information with any third party unless required by law, regulation or court order. The Platforms shall reject all liabilities arising out of information loss pertaining to the confidentiality of credit/debit card details or pre-paid instrument account.

Using payment facilities highlighted in the Platforms do not make the Platforms liable or responsible for non-receipt, non-payment, and non-provision of after sales or warranty services. The Platforms shall not be responsible for any claims arising out of not processing a transaction.

16. Shipping and Delivery

You will be given various options for delivery of items during the order process. The options available to You will vary depending on where You are ordering from. An estimated delivery time is displayed on the order summary page. On placing your order, you will receive an email containing a summary of the order and also the estimated delivery time to your location. Sometimes, delivery may take longer due to unforeseen circumstances. In such cases, we may reach out to you by e-mail and SMS. However, we will not be able to compensate for any mental agony caused due to delay in delivery.

Your shipping address and pin code will be verified basis the information provided by You in the Platforms, before You proceed to pay for your purchase. In the event your order is not serviceable by our logistics service providers, or the area is not covered, we will request You to provide us with an alternate shipping address. You can make purchases on the Platforms from anywhere in the world but at the same time You must ensure the payment and shipping address is within India.

When You submit an alternative address for delivery, You are responsible for accepting and collecting the package from such alternative address. Confirmation from the logistics service provider of successful delivery to the alternative shipping address is deemed as acceptance of delivery by You and RMZ will have no liability in this regard.

All products purchased from the Platforms shall be delivered to the User on behalf of Us through a logistics partner. Though we stick on to the delivery dates as intimated, the claims or liabilities arising from such delays shall be rejected by the Platforms.

There is no return or exchange of the products ordered through our Platforms.

17. Termination of account

We may terminate Your access to all or any part of its services at any time, with or without cause, with or without notice, effective immediately. You may also terminate your use of the service at any time. However, You shall continue to be bound by all provisions of these Terms of Services, which shall survive termination, including without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

We may terminate your access to the Platforms if you are determined to be, in the RMZ's sole discretion, a repeat infringer of these Terms of Use.

RMZ may, but shall not be obligated to, give you any warning if you have violated these Terms of Use prior to termination of your account.

By accepting the Terms of Use, the User consents to pay Us the complete amount for the order placed by them in the Platforms. However, We do not control the amount charged to the User by their bank related to the purchase from the Platforms, to which RMZ disclaims any liability in this regard.

18. Grievance and Customer Care

In accordance with the Information Technology Act, 2000 and the rules made there under and the Consumer Protection (E-Commerce) Rules, 2020, the name and contact details of the Grievance Officer for the Platforms are provided

Name: Avinash Sridharan

Email Id: corpsec@rmz.com

19. Indemnity and limitation of liability

You hereby agree to indemnify, defend and hold harmless RMZ Active Quest Private Limited, its affiliates and all of its officers, employees, directors, owners, agents, information providers, affiliates, licensors and licensees (collectively the "**Indemnified Parties**") from and against any and all liability, claims, actions, suits, proceedings, demands, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by the Indemnified Parties in connection with any claim arising out of any breach by You of the terms herein or:

- a. misinterpretation of the terms;
- b. claims raised by third parties in connection with the Users use of Platforms; and
- c. Breach of any third-party rights by the User.

We reserve the right, to assume the exclusive defence and control of any matter subject to indemnification by You. You shall cooperate as fully as reasonably required in the defence of any such claim.

In no event shall We be liable for any special, incidental, indirect or consequential damages of any kind in connection with your usage of the Platforms.

21. Applicable law

The terms contained herein in relation the Platforms, shall be governed and interpreted in accordance with the laws of India and courts of Delhi, India shall own exclusive jurisdiction to entertain any proceedings in relation to any disputes arising out of the same.