

## TERMS & CONDITIONS

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We (“us” “we” “Website” Sites”) and related services are made available to you in accordance with the following Terms of Use & Service and any other rules posted on our Sites (collectively, the “TOS”). Please read the TOS carefully before placing any orders on [www.cardsafeglobal.com](http://www.cardsafeglobal.com). We recommend you should keep a copy of the TOS for any future reference.

CARD SAFE is a trading name of CARDSAFE (Partnership Firm). Our registered address is No 1, 1st Cross Madhavanagar, Yadhav College road, Bangalore -560001. If you have any comments about CARD SAFE, you can email us at [vishalpathi@hotmail.com](mailto:vishalpathi@hotmail.com).

In particular, we wish to draw your attention to our policies relating to the terms of purchase within the TOS and our Privacy Policy. If you are under 16 you must let your parent or guardian know about CARDSAFE’s Privacy Policy before you register to use this Site or any of this Site’s services. We reserve the right to only accept orders from those over 18 however.

We may modify the TOS from time to time. Please read the TOS and check back often. If you do not agree to any change to the TOS then you must immediately stop using the Site. Any changes made after you have placed an order will not affect that order unless we are required to make the change by law.

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### **REGISTRATION**

To use some of the services or features made available to you on this Site you will need to register. When you register you are required to provide information about yourself that is true, accurate, current, and complete in all respects. Should any of your registration information change, please notify us immediately at the following e-mail address [vishalpathi@hotmail.com](mailto:vishalpathi@hotmail.com). We may also change registration requirements from time to time.

The account password you provide should be unique and kept secure, and you must notify CARDSAFE immediately of any breach of security or unauthorized use of your account. Please refer to our Privacy Policy for information about how we use your data.

### **ELIGIBILITY TO PURCHASE**

In order to make purchases on the Site you will be required to provide your personal details. In

particular, you must provide your real name, phone number, e-mail address and other requested information as indicated. Furthermore, you will be required to provide payment details that you represent and warrant are both valid and correct and you confirm that you are the person referred to in the Billing information provided.

The Site is available only to individuals and others who meet the CARDSAFE terms of eligibility, who have been issued a valid credit/debit card by a bank acceptable to CARDSAFE, whose applications are acceptable to CARDSAFE and who have authorised CARDSAFE to process a charge or charges on their credit/debit card in the amount of the total purchase price for the merchandise which they purchase. CARDSAFE reserves the right to restrict multiple quantities of an item being shipped to any one customer or postal address.

By making an offer to purchase merchandise you expressly authorize us to perform credit checks and where CARDSAFE feels necessary, to transmit or to obtain information (including any updated information) about you to or from third parties, including but not limited to your credit/debit card number or credit reports (including credit reports for your spouse if you reside in a community property jurisdiction), to authenticate your identity, to validate your credit/debit card, to obtain an initial credit/debit card authorisation and to authorise individual purchase transactions.

Furthermore, you agree that we may use Personal information provided by you in order to conduct appropriate anti fraud checks. Personal Information that you provide may be disclosed to a credit reference or fraud prevention agency, which may keep a record of that information.

Please refer to our Privacy Policy for further information about how we use your data.

## **ORDERS**

All orders are subject to acceptance and availability, and items in your shopping basket are not reserved and may be purchased by other customers.

CARDSAFE offers products for sale that are in stock and available for dispatch from our distribution centre. Occasionally however, we may be waiting for shipments from our designer suppliers.

CARDSAFE will store a record of your transactions for a minimum of one year.

## **PRICING POLICY**

Prices shown on the Site are in INR and are inclusive of TAX at the applicable. All prices and offers remain valid as advertised from time to time. The INR price of a product displayed on the Site at the time the order is accepted will be honored.

Product prices are set at the beginning of each season. These prices are subject to change.

## **ACCEPTANCE OF YOUR ORDER**

Once you have made your choice and your order has been placed, you will receive an email acknowledging the details of your order. This email is NOT an acceptance of your order, just a confirmation that we have received it.

Unless you cancel your order, acceptance of your order and completion of the contract between you and CARDSAFE will be completed when we email you to confirm the goods have been dispatched.

The sale contract is therefore concluded in Bangalore, India and the language of the contract is English.

We reserve the right not to accept your order in the event, for example, that we are unable to obtain authorization for payment, that shipping restrictions apply to a particular item, that the item ordered is out of stock or does not satisfy our quality control standards and is withdrawn, or that you do not meet the eligibility criteria set out within the TOS.

We may also refuse to process and therefore accept a transaction for any reason or refuse service to anyone at any time at our sole discretion. We will not be liable to you or any third party by reason of our withdrawing any merchandise from the Site whether or not that merchandise has been sold,

removing, screening or editing any materials or content on the Site, refusing to process a transaction or unwinding or suspending any transaction after processing has begun.

## **PAYMENT**

Payment can be made by Visa, MasterCard, American Express, and JCB cards, and any other methods which may be clearly advertised on the Site from time to time. Once this transaction is complete, you will then return to cardsafeglobal.com. Payment will be debited and cleared from your account upon dispatch of your order by CARDSAFE. You confirm that the credit/debit card that is being used is yours or that you have been specifically authorised by the owner of the credit/debit card to use it. All credit/debit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to authorise payment to CARDSAFE, we will not be liable for any delay or non-delivery.

We take reasonable care to make our Site secure. All credit/debit card transactions on this site are processed using Razor Pay, a secure online payment gateway that encrypts your card details in a secure host environment. These details will be fully encrypted and only used to process card transactions which you have initiated.

To help ensure that your shopping experience is safe, simple, and secure, CARDSAFE uses Secure Socket Layer (SSL) technology. Furthermore, we take reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the Site.

## **INSURANCE AND DELIVERY**

CARDSAFE insures each purchase during the time it is in transit until it is delivered to your specified delivery address. We require a signature for any goods delivered, at which point responsibility for your purchased goods passes to you. If you have specified a recipient who is not you for delivery purposes (for example as a gift) then you accept that evidence of a signature by them (or at that delivery address) is evidence of delivery and fulfilment by CARDSAFE, and transfer of responsibility in the same way.

Please note that we aim to dispatch all orders within 48 hours, or 72 hours during sale periods. All orders that have been placed in the second half of Friday till Sunday will only be dispatched on the following Monday. There will be no dispatches on Festivals and bank holidays. Estimated delivery times are to be used as a guide only and commence from the date of dispatch. CARDSAFE is not responsible for any delays caused by destination clearance processes. We also do not take liability for any inevitable circumstances leading to a delay in delivery, however under such circumstances we will ensure to keep you informed.

## **RETURNS AND EXCHANGES**

Our policy:

No returns only exchanges.

Items should be returned unused and with all CARDSAFE and designer garment tags still attached. Returns that are damaged or soiled may not be accepted and may be sent back to the customer and/or an exchange refused. CARDSAFE holds the right to decide the state of product while being returned and only after make a choice to accept it.

An exchange will be made between 5-7 working days post confirmation from the quality check team. Where provided, cards and any designer packaging such as authenticity tags or leather tags should be included with your return.

Faulty goods:

Goods are faulty if they are received damaged or where a manufacturing fault occurs within three months of purchase. Items that are damaged as a result of normal wear and tear are not considered to be faulty.

If you would like to exchange a faulty item, please be aware that we can only replace it for the same product in the same size, subject to availability. Where possible, we will offer to repair faulty items. If it cannot be repaired or the same product is not available, you are entitled to a full refund.

Colours:

We have made every effort to display as accurately as possible the colours of our products that appear on the CARDSAFE website. However, as computer monitors vary, we cannot guarantee that your monitor's display of any colour will be completely accurate.

## **INTELLECTUAL PROPERTY RIGHTS**

Your use of the Sites and its contents grants no rights to you in relation to any copyright, designs, trademarks and all other intellectual property and material rights relating to the Content (as described in the Content section below), including CARDSAFE Software and all HTML and other code contained in this Site. All such Content including third party trademarks, designs, and related intellectual property rights mentioned or displayed on this Site are protected by national intellectual property and other laws and international treaty provisions. You are permitted to use the Content only as expressly authorised by CARDSAFE and/or its third party licensors. Any reproduction or redistribution of the above listed Content is prohibited and may result in civil and criminal penalties. Without limiting the foregoing, copying and use of the above listed materials to any other server, location or support for publication, reproduction or distribution is expressly prohibited. However, you are permitted to make one copy for the purposes of viewing Content for your own personal use.

## **CONTENT**

In addition to the Intellectual property rights mentioned above, "Content" is defined as any graphics, photographs, including all image rights, sounds, music, video, audio or text on this Site. CARDSAFE tries to ensure that the information on this site is accurate and complete. CARDSAFE does not promise that CARDSAFE's Content is accurate or error-free. CARDSAFE does not promise that the functional aspects of the Site or CARDSAFE's Content will be error free or that this Site, CARDSAFE Content or the server that makes it available are free of viruses or other harmful components. We always recommend that all users of the Internet ensure they have up to date virus checking software installed.

The personal opinions of the designers and labels whose products we sell, or any third parties with whom we are associated are their own and do not necessarily reflect the views of CARDSAFE and we accept no responsibility for any such views expressed in any media.

## **NO COMMERCIAL USE**

This Site is for your personal non-commercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, or sell any Content, software, products, or services contained within this Site. You may not use this Site, or any of its Content, to further any commercial purpose, including any advertising or advertising revenue generation activity on your own Site.

## **YOUR ACTIVITY**

You agree that you will be personally responsible for your use of this Site and for all of your communication and activity on and pursuant to this Site. If we determine that you are or have been engaged in prohibited activities, were not respectful of other users, or otherwise violated the TOS, we

may deny you access to this Site on a temporary or permanent basis.

### **LIMITS ON OUR LIABILITY**

We accept liability for death and personal injury arising from our negligence or that of our employees and agents. We do not seek to exclude our liability for fraudulent misrepresentation by us or our employees or agents.

Nothing in the TOS is intended to affect your rights under the law (see “Your Rights” above).

If CARDSAFE breaches the TOS we shall only be liable for losses which are direct losses and a reasonably foreseeable consequence of such a breach. Losses are foreseeable where, for example, they could be contemplated by you and CARDSAFE at the time of you placing your order, and CARDSAFE dispatching your order. We shall only be liable for losses up to 100% of the total value of goods purchased.

We are not responsible for losses not caused by our breach or negligence, indirect losses which are a side effect of the main loss or damage and which are not reasonably foreseeable by you and us (for example, loss of profits or loss of opportunity).

We are also not responsible for failure to meet any of our obligations under the TOS where such failure is due to events beyond our reasonable control.

### **COMPENSATION**

At our request, you agree to compensate us fully, defend us, and hold us CARDSAFE harmless immediately on demand, its officers, directors, agents, affiliates, licensors, and suppliers, from and against all liabilities, claims, expenses, damages and losses, including legal fees, arising from any breach of the TOS by you, including the use by any other persons accessing this Site using your Internet account caused by your action or inaction.

### **OUR RELATIONSHIP**

You acknowledge and agree that no joint venture, partnership, employment, or agency relationship exists between you and CARDSAFE as a result of the TOS or your use of this Site. You agree that you may not and will not hold yourself out as a representative, agent, or employee of CARDSAFE, and we shall not be liable for any representation, act, or omission on your part.

### **NO WAIVER**

If you breach the TOS and we take no action against you, we will still be entitled to use our rights and remedies in any other situation where you breach the TOS.

### **GOVERNING LAW**

The TOS together with all our policies and procedures will be governed by and construed in accordance to the relevant Indian law and the relevant courts of the India will have exclusive jurisdiction

## PRIVACY POLICY

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Cardsafeglobal.com, a service provided by CARDSAFE (Partnership Firm) Bangalore, India – 560001. In this Privacy Policy, references to “you” mean any person submitting any data to our Site. If you have any comments or suggestions, we would be pleased to receive them at our Bangalore address or by emailing us at vishalpathi@hotmail.com.

Data protection is a matter of trust and your privacy is important to us. We shall therefore only use your name and other information which relates to you in the manner set out in this Privacy Policy. We will only collect information where it is necessary for us to do so and we will only collect information if it is relevant to our dealings with you.

We will only keep your information for as long as we are either required to by law or as is relevant for the purposes for which it was collected.

You can visit the Site and browse without having to provide personal details. During your visit to the Site you remain anonymous and at no time can we identify you unless you have an account on the Site and log on with your user name and password.

### Credit Check and Fraud Prevention

We use standard and authorized payment services and our Credit Check and Fraud Prevention policies are aligned to these companies. All disputes would be handled by Mumbai courts.

### Data that we collect

We may collect various information if you seek to place an order for a product to us on the Site. We collect, store and process your data for processing your purchase on the Site and any possible later claims, and to provide you with our services. We may collect your

- title
- name
- gender
- email address
- postal address
- delivery address (if different)
- telephone number
- mobile number
- payment details
- payment card details
- Bank account details.

We need this information in order to allow you to go ahead with placing your order for a product. We may use that data to process payment for the product and deliver the product to you. We also use that data to inform you when the product is about to be delivered.

We may pass your name and address on to a third party in order to make delivery of the product to you (for example to our courier service or supplier).

We may also use your data in order to manage the Site, collect payment from you, enable you to subsequently use parts of the Site, detect any fraud or Site abuses, send you information relevant to the Site or our products, and in case we have any queries. Payments that you make through the Site will be processed by our company CARDSAFE , a partnership firm registered in India.

You must only submit to us or our agent or the Site information which is accurate and not misleading and you must keep it up to date and inform us of changes.

Your actual order details may be stored with us and you may access this information by logging into your account on the Site. Here you can view the details of your orders that have been completed, those which are open and those which are shortly to be dispatched and administer your address

details, bank details and any newsletter to which you may have subscribed. You undertake to treat the personal access data confidentially and not make it available to unauthorized third parties. We cannot assume any liability for misuse of passwords unless this misuse is our fault.

We shall not share any of your personal information with third parties without your explicit consent. We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent and we only use your information as described in the Privacy Policy. We view protection of your privacy as a very important community principle. We understand clearly that you and Your Information is one of our most important assets. We store and process Your Information on computers located in the India that are protected by physical as well as technological security devices. We use third parties to verify and certify our privacy principles. If you object to your Information being transferred or used in this way please do not use the site.

Under no circumstances do we rent, trade or share your personal information that we have collected with any other company for their marketing purposes without your consent. We reserve the right to communicate your personal information to any third party that makes a legally-compliant request for its disclosure.

### **OTHER USES OF PERSONAL INFORMATION**

We may also send you other information about us, the Site, our other websites, our products, sales promotions, our newsletters, SMS updates, anything relating to other companies in our group or our business partners. If you would prefer not to receive any of this additional information as detailed in this paragraph (or any part of it) please click the “unsubscribe” link in any email that we send to you or follow the unsubscription process as detailed in the SMS. Kindly note that unsubscribing from one medium does not automatically lead to unsubscription from the other. Within 7 working days (days which are neither (i) a Saturday or Sunday, nor (ii) a public holiday anywhere in India) of receipt of your instruction we will cease to send you information as requested. If your instruction is unclear we will contact you for clarification.

### **Cookies**

A “cookie” is a small piece of information stored by a Web server on a Web browser so it can be later read back from that browser. Cookies are useful for enabling the browser to remember information specific to a given user. Cardsafeglobal.com places both permanent and temporary cookies in your computer’s hard drive cardsafeglobal.com’s cookies do not contain any of your personally identifiable information. Whether you want your web browser to accept cookies or not is up to you. If you haven’t changed your computer’s settings, most likely your browser already accepts cookies. If you choose to decline cookies, you may not be able to fully experience all features of the website. You can also delete your browser cookies or disable them entirely. But this may significantly impact your experience with our website and may make parts of our website nonfunctional or inaccessible. We recommend that you leave them turned on.

If you want to find out more information about cookies, go to <http://www.allaboutcookies.org>

### **SECURITY**

We have in place appropriate technical and security measures to prevent unauthorised or unlawful access to or accidental loss of or destruction or damage to your information. When we collect data through the Site, we collect your personal details on a secure server. We use firewalls on our servers. When we collect payment card details electronically, we use encryption by using Secure Socket Layer (SSL) coding. Whilst we are unable to guarantee 100% security, this makes it hard for a hacker to decrypt your details. You are strongly recommended not to send full credit or debit card details in unencrypted electronic communications with us. We maintain physical, electronic and procedural

safeguards in connection with the collection, storage and disclosure of your information. Our security procedures mean that we may occasionally request proof of identity before we disclose personal information to you. You are responsible for protecting against unauthorised access to your password and to your computer.

**CONSENT**

By submitting data to us or our agent or using the Site, you consent to our use of your data in the manner set out in this Privacy Policy.