

TERMS AND CONDITIONS

1. The Website, www.benetton.com is owned and operated by Benetton Group. Benetton Group means Benetton India Private Limited and Benetton Group SRL and its associate Companies. (Hereinafter collectively referred as "BENETTON").
2. BENETTON is the owner and seller of the inventory of goods displayed and sold on the Website. To know the legal information such as registered address, contact details and email address of BENETTON please visit the Legal Information page by clicking here- <http://app.benetton.co.in/Policy/LegalInformation>
3. All orders shall be subject to terms and conditions set forth herein and the terms of Sale and Return Policy- <http://app.benetton.co.in/Policy/SaleandReturnPolicy>
4. Any person placing an order/s on the Website ("you", "customer", "user") shall be capable of entering into this contract (competent parties), their consent being free (without any force or coercion) and the object and consideration being for a lawful purpose. If such users are incompetent to contract under the Indian Contract Act, 1872 before using and/or placing an order on this Website/Mobile Application, we require that they inform their legal guardian or parents about these terms and conditions and require their consent by way of their registration as users of this Website/Mobile Application.
5. All customer/users of this Website hereby understand and agree that their use and/or placement of order for any product on the Website constitutes the acceptance of the terms and conditions set forth herein and the terms of Sale and Return Policy <http://app.benetton.co.in/Policy/SaleandReturnPolicy> . In the event such terms and conditions are not acceptable, the customer/user shall not place an order or use the Website.
6. Benetton reserves the right to modify these terms and conditions and the terms of Sale and Return Policy <http://app.benetton.co.in/Policy/SaleandReturnPolicy> at any time without prior notice.

I. Trademarks:

7. This Website contains many trademarks, trade names, service marks, copyrights, and/or logos of BENETTON and or it's Group Companies. Such marks remain the

property of their respective owners. The customer recognizes and acknowledges the ownership of these marks and understands that it does not acquire, through use of this Website, any right, title, or interest in the marks. The customer agrees that it will not change, modify, and/or exploit the marks, nor participate in any activity which modifies and/or exploits such marks. All rights to these marks are reserved. Any use of the marks without expressed prior written authorization is strictly prohibited.

II. No additional guarantee/ warranty and customer dispute:

8. BENETTON does not give any additional warranties or guarantee except for the same being mentioned on the Website or the product.
9. Any customer complaint between the customers with respect to the delivery of the product shall be between such customer and the legal entity who has delivered the product without any liability of any nature whatsoever being passed on BENETTON and its affiliate companies. However BENETTON shall be responsible for the quality of the product, subject to manufacturing defect only.

III. Prohibited Use:

10. Any use of this Website for an illegal or objectionable purpose is strictly prohibited.
11. The customer agrees that s/he will not use this Website to host, display, upload, modify, publish, transmit, store, update or share any information that, -
 - (i) belongs to another person and to which the user does not have any right;
 - (ii) is defamatory, obscene, pornographic, paedophilic, invasive of another's privacy, including bodily privacy, insulting or harassing on the basis of gender, libellous, racially or ethically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force;
 - (iii) is harmful to child;
 - (iv) infringes any patent, trademark, copyright or other proprietary rights;

- (v) violates any law for the time being in force;
 - (vi) deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;
 - (vii) impersonates another person;
 - (viii) threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign States, or public order, or cause incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting other nation;
 - (ix) contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource;
 - (x) is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person;
 - (xi) providing of information which belongs to another person and to which the customer/user does not have any right;
 - (xii) activities involving the transmission of unlawful, threatening, harassing, obscene, sexually explicit, pornographic, pedophilic, hateful, racially or ethnically objectionable, profane, blasphemous, libelous, or defamatory information;
12. By using this Website, the customer agrees that any and all information transmitted to or with the use of this Website cannot and shall not be deemed confidential or proprietary. BENETTON along with its group/ affiliate companies reserves the right to monitor transmissions and investigate any alleged prohibited use of this Website and to disclose any and all information relating to such prohibited use. BENETTON, its officers, directors, affiliates, employees, agents, partners, subsidiaries, and/or contractors shall not assume, and expressly disclaim, any and

all liability relating to an individual's illegal or prohibited use of this Website. Any violation of this or any other section contained herein may result in termination of access or usage rights of the user to the computer resource immediately or removal of non-compliant information or both and/or any other action which BENETTON deems appropriate under the circumstances.

IV. Third-Party Relationships:

13. This Website may contain links to other sites. These links are provided merely to assist the customer. These sites are independent of BENETTON's Website, and BENETTON does not and cannot control the content and/or representations of such sites. The information presented via these links may not necessarily reflect those beliefs held by BENETTON. The inclusion of a link does not mean that BENETTON accepts or endorses any of the content contained in such site. The user is responsible to protect himself/herself while associating with the linked site. BENETTON, and its officers, directors, affiliates, employees, agents, partners, subsidiaries and/or contractors disclaim any and all responsibility or liability for content contained on such linked sites and will not be held accountable for any damages, of any kind, incurred by those who visit such sites.

V. Modifications:

14. BENETTON undertakes to ensure that the descriptions, images, and other content pertaining to goods or services on their platform is accurate and corresponds directly with the appearance, nature, quality, purpose and other general features of such good or service. However, the Website may contain typographical errors or technical inaccuracies. BENETTON reserves the right to modify the content of this Website at any time without prior notice. BENETTON's failure to enforce any section of these terms and conditions shall not be construed as a waiver of such provision.
15. Any modification or revision will take effect from the time it is posted on the Website. In the event you continue to use our Website, you impliedly agree to these terms and conditions and the Sale and Return Policy <http://app.benetton.co.in/Policy/SaleandReturnPolicy>

16. In the event that the modification or revision contains a substantial change, we will provide you 30 (thirty) days prior notice of such substantial change as per the notification preferences provided by you. You are advised to check regularly for any amendment or updates to these terms and conditions and the Sale and Return Policy <http://app.benetton.co.in/Policy/SaleandReturnPolicy> . For this purpose, substantial change means a change to the terms which materially reduces your rights or increases your responsibilities.

VI. Availability of products:

17. Delivery of the products is subject to their availability. In a rare circumstance, where upon your placing of the order the product cannot be delivered due to its non-availability, BENETTON shall cancel the order and refund the consideration pre-paid by you, if any.

VII. Severability:

18. If one or more of the provisions contained in these terms and conditions are held to be unenforceable under applicable law, such provision shall be appropriately limited in its scope. If any such limitation is not feasible, such provision shall be excluded from these terms and conditions and the balance of these terms and conditions shall be enforceable.

VIII. Warranties & Limitation of Liability:

19. BENETTON DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT BENETTON SHALL BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES RELATING TO OR ARISING FROM THIS WEBSITE WHETHER OR NOT EITHER PARTY HAD OR SHOULD HAVE HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED.

IX. Force Majeure:

20. Notwithstanding any other provision set forth in these terms and conditions, BENETTON shall not be liable for any failure or delay in its performance due to any

cause beyond BENETTON's reasonable control, including, without limitation, any act of war or civil insurrection, national emergencies, acts of God, fire, explosion, vandalism, storm, earthquake, flood, embargo, epidemic, pandemic, riot, lockdown, quarantine restrictions, sabotage, industry-wide strikes, lockouts, work stoppages or other labor difficulties, industry-wide supplier failures, unavailability of materials, rights of way or governmental acts; provided, however, that BENETTON shall use its commercially reasonable efforts to correct promptly such failure or delay in performance to the extent consistent with then applicable law and regulatory requirements and appropriate in light of then existing circumstances.

X. Indemnification:

21. The Customer hereby agrees to indemnify, defend and hold harmless BENETTON, its officers, directors, affiliates, employees, contractors, subcontractors, agents, partners, and subsidiaries from and against all claims, actions, suits, demands, costs, and damages (including reasonable attorney's fees) asserted by any third party as a result of user's use of this Website. BENETTON has the right to control any defense pertaining to this section.

XI. User Account and Password:

22. You will receive a password and account 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.

XII. Payment Mode Details:

23. You agree, understand and confirm that the any payment mode, eg: credit card, debit card, UPI, wallet, net banking details provided by you for availing of services on www.in.benetton.com will be correct and accurate and you shall not use the payment mode which is not lawfully owned by you. BENETTON will not be liable for any fraud related to such payment mode.

XIII. Relationship:

24. Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, joint venture, partnership, or fiduciary relationship between

the parties and neither party shall have the right or authority to act for or on behalf of the other Party.

XIV. Governing Law:

25. These terms shall be governed by and constructed in accordance with the laws of India and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of the courts at Gurugram, Haryana, India.

XV. Entire Agreement:

26. These terms and conditions constitute the full and entire understanding and agreement between the parties pertaining to the subject matter and supersede in their entirety any and all written or oral agreements previously existing between the parties with respect to the subject matter.

XVI. Grievance Officer and Nodal Point of Contact:

27. Under the Consumer Protection (E-Commerce) Rules, 2020 any consumer complaint by any user as a result of usage of the Website may be intimated to our Grievance Officer / Nodal Point of Contact, Mr. Vinay Sharma, who may be reached at 0124-4323333/Extn-462 or Benetton India Private Limited, B 25, Infocity, Sector 34, Gurugram (Haryana) - 122001, India. Any consumer complaint received from users shall be acknowledged by BENETTON within forty-eight hours and shall be redressed within 1 (one) month from the date of its receipt.]