



## Terms of Use

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of [www.MakeMyWishes.com](http://www.MakeMyWishes.com) website.

The domain name [www.makemywishes.com](http://www.makemywishes.com) (hereinafter referred to as "Website") is owned by **ICONIC LIFESTYLE SOLUTIONS PRIVATE LIMITED** a company incorporated under the Companies Act, 1956 with its registered office at Hno 31, Ground Floor, Block H, Ansal Flexi Homes, Sushant Lok -3, Sector 57, Gurgaon , Haryana. (Hereinafter referred to as "ICONIC LIFESTYLE ").

Your use of the Website and services and tools are governed by the following terms and conditions ("**Terms of Use**") as applicable to the Website including the applicable policies which are incorporated herein by way of reference. If you transact on the Website, you shall be subject to the policies that are applicable to the Website for such transaction. By mere use of the Website, You shall be contracting with **ICONIC LIFESTYLE SOLUTIONS PRIVATE LIMITED** and these terms and conditions including the policies constitute your binding obligations, with **ICONIC LIFESTYLE**.

For the purpose of these Terms of Use, wherever the context so requires "**You**" or "**User**" shall mean any natural or legal person who has agreed to become a buyer on the Website by providing Registration Data while registering on the Website as Registered User using the computer systems. **ICONIC LIFESTYLE** allows the User to surf the Website or making purchases without registering on the Website. The term "**We**", "**Us**", "**Our**" shall mean **ICONIC LIFESTYLE SOLUTIONS PRIVATE LIMITED**.

When You use any of the services provided by Us through the Website, including but not limited to, (e.g. Product Reviews, Seller Reviews), You will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they shall be deemed to be incorporated into this Terms of Use and shall be considered as part and parcel of this Terms of Use. We reserve the right, at our sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time without any prior written notice to you. It is your responsibility to review these Terms of Use periodically for updates / changes. Your continued use of the Website following the posting of changes will mean that you accept and agree to the revisions. As long as you comply with these Terms of Use, We grant you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website.

**ACCESSING, BROWSING OR OTHERWISE USING THE SITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS UNDER THESE TERMS OF USE, SO PLEASE READ THE TERMS OF USE CAREFULLY BEFORE PROCEEDING.** By impliedly or expressly accepting these Terms of Use, You also accept and agree to be bound by **ICONIC LIFESTYLE** Policies ((including but not limited to Privacy Policy available at Privacy) as amended from time to time.

## Membership Eligibility

Use of the Website is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Website. If



you are a minor i.e. under the age of 18 years, you shall not register as a User of the **ICONIC LIFESTYLE** website and shall not transact on or use the website. As a minor if you wish to use or transact on website, such use or transaction may be made by your legal guardian or parents on the Website. **ICONIC LIFESTYLE** reserves the right to terminate your membership and / or refuse to provide you with access to the Website if it is brought to **ICONIC LIFESTYLE's** notice or if it is discovered that you are under the age of 18 years.

## Your Account and Registration Obligations

If you use the Website, You shall be responsible for maintaining the confidentiality of your Display Name and Password and you shall be responsible for all activities that occur under your Display Name and Password. You agree that if you provide any information that is untrue, inaccurate, not current or incomplete or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with the this Terms of Use, We shall have the right to indefinitely suspend or terminate or block access of your membership on the Website and refuse to provide You with access to the Website.

## Communications

When You use the Website or send emails or other data, information or communication to us, You agree and understand that You are communicating with Us through electronic records and You consent to receive communications via electronic records from Us periodically and as and when required. We may communicate with you by email or by such other mode of communication, electronic or otherwise.

## Platform for Transaction and Communication

The Website is a platform that Users utilize to meet and interact with one another for their transactions. **ICONIC LIFESTYLE** is not and cannot be a party to or control in any manner any transaction between the Website's Users.

Henceforward:

1. All commercial/contractual terms are offered by and agreed to between Buyers and Sellers alone. The commercial/contractual terms include without limitation fee/price, shipping costs, payment methods, payment terms, date, period and mode of delivery, warranties related to products and services and after sales services related to products and services **ICONIC LIFESTYLE** does not have any control or does not determine or advise or in any way involve itself in the offering or acceptance of such commercial/contractual terms between the Buyers and Sellers.
2. **ICONIC LIFESTYLE** does not make any representation or Warranty as to specifics (such as quality, value, saleability, availability, etc) of the products or services proposed to be sold or offered to be sold or purchased on the Website. **ICONIC LIFESTYLE** does not implicitly or explicitly support or endorse the sale or purchase of any products or services on the Website. **ICONIC LIFESTYLE** accepts no liability for any errors or omissions, whether on behalf of itself or third parties.
3. **ICONIC LIFESTYLE** is not responsible for any non-performance or breach of any contract entered into between Buyers and Sellers. **ICONIC LIFESTYLE** cannot and does not guarantee that the concerned Buyers and/or Sellers will perform any transaction concluded on the Website. **ICONIC LIFESTYLE** shall not and is not required to mediate or resolve any dispute or disagreement between Buyers and Sellers.



4. **ICONIC LIFESTYLE** does not make any representation or warranty as to the item-specifics (such as legal title, creditworthiness, identity, etc) of any of its Users. You are advised to independently verify the bona fides of any particular User that You choose to deal with on the Website and use Your best judgment in that behalf.

5. **ICONIC LIFESTYLE** does not at any point of time during any transaction between Buyer and Seller on the Website come into or take possession of any of the products or services offered by Seller nor does it at any point gain title to or have any rights or claims over the products or services offered by Seller to Buyer.

6. At no time shall **ICONIC LIFESTYLE** hold any right, title or interest over the products nor shall **ICONIC LIFESTYLE** have any obligations or liabilities in respect of such contract entered into between Buyers and Sellers. **ICONIC LIFESTYLE** is not responsible for unsatisfactory or delayed performance of services or damages or delays as a result of products which are out of stock, unavailable or back ordered.

7. The Website is only a platform that can be utilized by Users to reach a larger base to buy and sell products or services. **ICONIC LIFESTYLE** is only providing a platform for communication and it is agreed that the contract for sale of any of the products or services shall be a strictly bipartite contract between the Seller and the Buyer.

At no time shall **ICONIC LIFESTYLE** hold any any right, title or interest over the products nor shall **ICONIC LIFESTYLE** have any obligations or liabilities in respect of such contract.

**ICONIC LIFESTYLE** is not responsible for unsatisfactory or delayed performance of services or damages or delays as a result of products which are out of stock, unavailable or back ordered.

8. You shall independently agree upon the manner and terms and conditions of delivery, payment, insurance etc. with the seller(s) that You transact with.

**Disclaimer:** Pricing on any service/ product(s) as is reflected on the Website may due to some technical issue, typographical error or product information published by seller may be incorrectly reflected and in such an event seller may cancel such your order(s).

9. You release and indemnify **ICONIC LIFESTYLE** and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of the Users of the Website and specifically waive any claims that you may have in this behalf under any applicable law. Notwithstanding its reasonable efforts in that behalf, **ICONIC LIFESTYLE** cannot take responsibility or control the information provided by other Users which is made available on the Website. You may find other User's information to be offensive, harmful, inconsistent, inaccurate, or deceptive. Please use caution and practice safe trading when using the Website.

Please note that there could be risks in dealing with underage persons or people acting under false pretence.

## Charges

Membership on the Website is free for users. **ICONIC LIFESTYLE** does not charge any fee for browsing and buying on the Website. **ICONIC LIFESTYLE** reserves the right to change its Fee Policy from time to time. In particular, **ICONIC LIFESTYLE** may at its sole discretion introduce new services and modify some or all of the existing services offered on the Website. In such an event **ICONIC LIFESTYLE** reserves the right to introduce fees for the new services offered or amend/introduce fees for existing services, as the case may be. Changes to the Fee Policy shall be posted on the Website and such changes shall automatically become effective immediately after they are posted on the Website. Unless otherwise



stated, all fees shall be quoted in Indian Rupees. You shall be solely responsible for compliance of all applicable laws including those in India for making payments to ICONIC LIFESTYLE.

## Use of the Website

You agree, undertake and confirm that Your use of Website shall be strictly governed by the following binding principles:

1. You shall not host, display, upload, modify, publish, transmit, update or share any information which:
  - (a) belongs to another person and to which You does not have any right to;
  - (b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
  - (c) is misleading in any way;
  - (d) is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;
  - (e) harasses or advocates harassment of another person;
  - (f) involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
  - (g) promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
  - (h) infringes upon or violates any third party's rights [including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity];
  - (i) promotes an illegal or unauthorized copy of another person's copyrighted work (see "Copyright complaint" below for instructions on how to lodge a complaint about uploaded copyrighted material), such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
  - (j) contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
  - (k) provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
  - (l) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
  - (m) contains video, photographs, or images of another person (with a minor or an adult).
  - (n) tries to gain unauthorized access or exceeds the scope of authorized access to the Website or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Website or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;



(o) engages in commercial activities and/or sales without Our prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" products related to the Website. Throughout this Terms of Use, ICONIC LIFESTYLE 's prior written consent means a communication coming from ICONIC LIFESTYLE 's Legal Department, specifically in response to Your request, and specifically addressing the activity or conduct for which You seek authorization;

(p) solicits gambling or engages in any gambling activity which We, in Our sole discretion, believes is or could be construed as being illegal;

(q) interferes with another USER's use and enjoyment of the Website or any other individual's User and enjoyment of similar services;

(r) refers to any website or URL that, in Our sole discretion, contains material that is inappropriate for the Website or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms of Use.

(s) harm minors in any way;

(t) infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen products;

(u) violates any law for the time being in force;

(v) deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

(w) impersonate another person;

(x) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;

(y) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

(z) shall not be false, inaccurate or misleading;

(aa) shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.

(ab) shall not create liability for Us or cause Us to lose (in whole or in part) the services of Our internet service provider ("ISPs") or other suppliers;

2. You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website. We reserve Our right to bar any such activity.



3. You shall not attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any server, computer, network, or to any of the services offered on or through the Website, by hacking, password "mining" or any other illegitimate means.
4. You shall not probe, scan or test the vulnerability of the Website or any network connected to the Website nor breach the security or authentication measures on the Website or any network connected to the Website. You may not reverse look-up, trace or seek to trace any information on any other User or visitor to Website, or any other customer, including any account on the Website not owned by You, to its source, or exploit the Website or any service or information made available or offered by or through the Website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the Website.
5. You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about Us or the brand name or domain name used by Us including the terms ICONIC LIFESTYLE, or otherwise engage in any conduct or action that might tarnish the image or reputation, of ICONIC LIFESTYLE or sellers on platform or otherwise tarnish or dilute any ICONIC LIFESTYLE 's trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by us. You agree that You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or ICONIC LIFESTYLE 's systems or networks, or any systems or networks connected to ICONIC LIFESTYLE .
6. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person's use of the Website.
7. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal You send to Us on or through the Website or any service offered on or through the Website. You may not pretend that You are, or that You represent, someone else, or impersonate any other individual or entity.
8. You may not use the Website or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of ICONIC LIFESTYLE and / or others.
9. You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules thereunder as applicable and as amended from time to time and also all applicable Domestic laws, rules and regulations (including the provisions of any applicable Exchange Control Laws or Regulations in Force) and International Laws, Foreign Exchange Laws, Statutes, Ordinances and Regulations (including, but not limited to Sales Tax/VAT, Income Tax, Octroi, Service Tax, Central Excise, Custom Duty, Local Levies) regarding Your use of Our service and Your listing, purchase, solicitation of offers to purchase, and sale of products or services. You shall not engage in any transaction in an item or service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.
10. Solely to enable Us to use the information You supply Us with, so that we are not violating any rights You might have in Your Information, You agree to grant Us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights You have in Your Information, in any media now known or not



currently known, with respect to Your Information. We will only use Your information in accordance with the Terms of Use and Privacy Policy applicable to use of the Website.

11. From time to time, You shall be responsible for providing information relating to the products or services proposed to be sold by You. In this connection, You undertake that all such information shall be accurate in all respects. You shall not exaggerate or over emphasize the attributes of such products or services so as to mislead other Users in any manner.

12. You shall not engage in advertising to, or solicitation of, other Users of the Website to buy or sell any products or services, including, but not limited to, products or services related to that being displayed on the Website or related to us. You may not transmit any chain letters or unsolicited commercial or junk email to other Users via the Website. It shall be a violation of these Terms of Use to use any information obtained from the Website in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person other than Us without Our prior explicit consent. In order to protect Our Users from such advertising or solicitation, We reserve the right to restrict the number of messages or emails which a user may send to other Users in any 24-hour period which We deems appropriate in its sole discretion. You understand that We have the right at all times to disclose any information (including the identity of the persons providing information or materials on the Website) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, We can (and You hereby expressly authorize Us to) disclose any information about You to law enforcement or other government officials, as we, in Our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.

We reserve the right, but has no obligation, to monitor the materials posted on the Website. ICONIC LIFESTYLE shall have the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Use. Notwithstanding this right, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST ON THE WEBSITE AND IN YOUR PRIVATE MESSAGES. Please be advised that such Content posted does not necessarily reflect ICONIC LIFESTYLE views. In no event shall ICONIC LIFESTYLE assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the Website. You hereby represent and warrant that You have all necessary rights in and to all Content which You provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libellous, tortious, or otherwise unlawful information.

13. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Website, including payment and delivery of related products or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such advertiser. We shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Website.

14. It is possible that other users (including unauthorized users or "hackers") may post or transmit offensive or obscene materials on the Website and that You may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about You due to your use of the Website, and that the recipient may use such information to harass or injure You. We does not approve of such unauthorized uses, but by using the Website You acknowledge and agree



that We are not responsible for the use of any personal information that You publicly disclose or share with others on the Website. Please carefully select the type of information that You publicly disclose or share with others on the Website.

15. ICONIC LIFESTYLE shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).

## Contents Posted on Site

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music and artwork (collectively, "Content"), is a third party user generated content and ICONIC LIFESTYLE has no control over such third party user generated content as ICONIC LIFESTYLE is merely an intermediary for the purposes of this Terms of Use.

Except as expressly provided in these Terms of Use, no part of the Website and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, Website or other medium for publication or distribution or for any commercial enterprise, without ICONIC LIFESTYLE 's express prior written consent.

You may use information on the products and services purposely made available on the Website for downloading, provided that You (1) do not remove any proprietary notice language in all copies of such documents, (2) use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media, (3) make no modifications to any such information, and (4) do not make any additional representations or warranties relating to such documents.

You shall be responsible for any notes, messages, emails, billboard postings, photos, drawings, profiles, opinions, ideas, images, videos, audio files or other materials or information posted or transmitted to the Website (collectively, "Content"). Such Content will become Our property and You grant Us the worldwide, perpetual and transferable rights in such Content. We shall be entitled to, consistent with Our Privacy Policy as adopted in accordance with applicable law, use the Content or any of its elements for any type of use forever, including but not limited to promotional and advertising purposes and in any media whether now known or hereafter devised, including the creation of derivative works that may include the Content You provide. You agree that any Content You post may be used by us, consistent with Our Privacy Policy and Rules of Conduct on Site as mentioned herein, and You are not entitled to any payment or other compensation for such use.

## Privacy

We view protection of Your privacy as a very important principle. We understand clearly that You and Your Personal Information is one of Our most important assets. We store and process Your Information including any sensitive financial information collected (as defined under the Information Technology Act, 2000), if any, on computers that may be protected by physical as well as reasonable technological security measures and procedures in accordance with Information Technology Act 2000 and Rules there under. Our current Privacy Policy is available at [Privacy](#). If You object to Your Information being transferred or used in this way please do not use Website.



We may share personal information with our other corporate entities and affiliates. These entities and affiliates may market to you as a result of such sharing unless you explicitly opt-out.

We may disclose personal information to third parties. This disclosure may be required for us to provide you access to our Services, to comply with our legal obligations, to enforce our User Agreement, to facilitate our marketing and advertising activities, or to prevent, detect, mitigate, and investigate fraudulent or illegal activities related to our Services. We do not disclose your personal information to third parties for their marketing and advertising purposes without your explicit consent.

We may disclose personal information if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to respond to subpoenas, court orders, or other legal process. We may disclose personal information to law enforcement offices, third party rights owners, or others in the good faith belief that such disclosure is reasonably necessary to: enforce our Terms or Privacy Policy; respond to claims that an advertisement, posting or other content violates the rights of a third party; or protect the rights, property or personal safety of our users or the general public.

We and our affiliates will share / sell some or all of your personal information with another business entity should we (or our assets) plan to merge with, or be acquired by that business entity, or re-organization, amalgamation, restructuring of business. Should such a transaction occur that other business entity (or the new combined entity) will be required to follow this privacy policy with respect to your personal information.

## Android permissions

**Device & App history:** We need your device permission to get information about your device, like OS (operating system) name, OS version, mobile network, hardware model, unique device identifier, preferred language, etc. Basis these inputs, we intend to optimize your travel booking experience, use OS specific capabilities to drive great in-funnel experiences using components of device's OS, etc.

**Identity:** This permission enables us to know about details of your account(s) on your mobile device. We use this info to auto-fill your email ID's and provide a typing free in-funnel experience. It helps us map email ID's to a particular user to give you the benefit of exclusive travel offers, wallet cash-backs, etc. It also allows facilitating your Facebook and Google+ login.

**Location:** This permission enables us to give you the benefit of location specific deals and provide you a personalized in-funnel experience. When you launch MakeMyWishes app, we auto-detect your location to be able to offer you best deals in nearby locations. We also require this permission to recommend you the best experiences and events nearby to be able to add as your wish in your wishlist. Your options are personalized basis your locations. For international locations, this enables us to determine your time zone and provide information accordingly.

**SMS:** If you allow us to access your SMS, we read your SMS to autofill or prepopulate 'OTP' while making a transaction and to validate your mobile number. This provides you a seamless purchase experience while making a wishlist and you don't need to move out of the app to read the SMS and then enter it in the app.

**Phone:** The app requires access to make phone calls so that you can make phone calls to our customer contact centers directly through the app.



**Contacts:** If you allow us to access your contacts, it enables us to provide a lot of social features to you such as sharing your wishlist with your friends, inviting your friends to try our app, send across referral links to your friends, etc. We will also use this information to make recommendations for wishes your friends have made. This information will be stored on our servers and synced from your phone.

**Photo/ Media/ Files:** The libraries in the app use these permissions to allow map data to be saved to your phone's external storage, like SD cards. By saving map data locally, your phone doesn't need to re-download the same map data every time you use the app. This provides you a seamless selection experience, even on low bandwidth network.

**Wi-Fi connection information:** When you allow us the permission to detect your Wi-Fi connection, we optimize your experience such as more detailing on maps, better image loading, more wish options to choose from, etc.

**Device ID & Call information:** This permission is used to detect your Android ID through which we can uniquely identify users. It also lets us know your contact details using which we pre-populate specific fields to ensure a seamless booking experience.

**Calendar:** This permission enables us to put your event planner on your calendar.

## IOS Permissions

**Notifications:** If you opt in for notifications, it enables us to view the wishlist of your friends exclusive deals, promotional offers, wishlistrelated updates, etc. on your device. If you do not opt for this, updates for your friend's new wishes added, contribution initiated and gifts made will be sent through SMS.

**Contacts:** If you allow us to access your contacts, it enables us to provide a lot of social features to you such as sharing your wishlist with your friends, inviting your friends to try our app, send across referral links to your friends, etc. We will also use this information to make recommendations for wishes your friends have made. This information will be stored on our servers and synced from your phone.

**Location:** This permission enables us to give you the benefit of location specific deals and provide you a personalized in-funnel experience. When you launch MakeMyWishes app, we auto-detect your location to be able to offer you best deals in nearby locations. We also require this permission to recommend you the best experiences and events nearby to be able to add as your wish in your wishlist. Your options are personalized basis your locations. For international locations, this enables us to determine your time zone and provide information accordingly.

## Disclaimer of Warranties and Liability

This Website, all the materials and products (including but not limited to software) and services, included on or otherwise made available to You through this site are provided on "as is" and "as available" basis without any representation or warranties, express or implied except otherwise specified in writing. Without prejudice to the forgoing paragraph, ICONIC LIFESTYLE does not warrant that:

- This Website will be constantly available, or available at all; or
- The information on this Website is complete, true, accurate or non-misleading.



ICONIC LIFESTYLE will not be liable to You in any way or in relation to the Contents of, or use of, or otherwise in connection with, the Website. ICONIC LIFESTYLE does not warrant that this site; information, Content, materials, product (including software) or services included on or otherwise made available to You through the Website; their servers; or electronic communication sent from Us are free of viruses or other harmful components.

Nothing on Website constitutes, or is meant to constitute, advice of any kind. All the Products sold on Website are governed by different state laws and if Seller is unable to deliver such Products due to implications of different state laws, Seller will return or will give credit for the amount (if any) received in advance by Seller from the sale of such Product that could not be delivered to You.

You will be required to enter a valid phone number while placing an order on the Website. By registering Your phone number with us, You consent to be contacted by Us via phone calls and/or SMS notifications, in case of any order or shipment or delivery related updates. We will not use your personal information to initiate any promotional phone calls or SMS.

## Selling

As a registered seller, you are allowed to list item(s) for sale on the Website in accordance with the Policies which are incorporated by way of reference in this Terms of Use. You must be legally able to sell the item(s) you list for sale on our Website. You must ensure that the listed items do not infringe upon the intellectual property, trade secret or other proprietary rights or rights of publicity or privacy rights of third parties. Listings may only include text descriptions, graphics and pictures that describe your item for sale. All listed items must be listed in an appropriate category on the Website. All listed items must be kept in stock for successful fulfilment of sales.

The listing description of the item must not be misleading and must describe actual condition of the product. If the item description does not match the actual condition of the item, you agree to refund any amounts that you may have received from the Buyer. You agree not to list a single product in multiple quantities across various categories on the Website. ICONIC LIFESTYLE reserves the right to delete such multiple listings of the same product listed by you in various categories.

## Services

### Payment

While availing any of the payment method/s available on the Website, we will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to You due to:

1. Lack of authorization for any transaction/s, or
2. Exceeding the preset limit mutually agreed by You and between "Bank/s", or
3. Any payment issues arising out of the transaction, or
4. Decline of transaction for any other reason/s

All payments made against the purchases/services on Website by you shall be compulsorily in Indian Rupees acceptable in the Republic of India. Website will not facilitate transaction with respect to any other form of currency with respect to the purchases made on Website.



Before shipping / delivering your order to you, Seller may request you to provide supporting documents (including but not limited to Govt. issued ID and address proof) to establish the ownership of the payment instrument used by you for your purchase. This is done in the interest of providing a safe online shopping environment to Our Users.

Further:

1. Transactions, Transaction Price and all commercial terms such as Delivery, Dispatch of products and/or services are as per principal to principal bipartite contractual obligations between Buyer and Seller and payment facility is merely used by the Buyer and Seller to facilitate the completion of the Transaction. Use of the payment facility shall not render ICONIC LIFESTYLE liable or responsible for the non-delivery, non-receipt, non-payment, damage, breach of representations and warranties, non-provision of after sales or warranty services or fraud as regards the products and /or services listed on ICONIC LIFESTYLE 's Website.

2. You have specifically authorized ICONIC LIFESTYLE or its service providers to collect, process, facilitate and remit payments and / or the Transaction Price electronically or through Cash on Delivery to and from other Users in respect of transactions through Payment Facility. Your relationship with ICONIC LIFESTYLE is on a principal to principal basis and by accepting these Terms of Use you agree that ICONIC LIFESTYLE is an independent contractor for all purposes, and does not have control of or liability for the products or services that are listed on ICONIC LIFESTYLE 's Website that are paid for by using the Payment Facility. ICONIC LIFESTYLE does not guarantee the identity of any User nor does it ensure that a Buyer or a Seller will complete a transaction.

3. You understand, accept and agree that the payment facility provided by ICONIC LIFESTYLE is neither a banking nor financial service but is merely a facilitator providing an electronic, automated online electronic payment, receiving payment through Cash On Delivery, collection and remittance facility for the Transactions on the ICONIC LIFESTYLE Website using the existing authorized banking infrastructure and Credit Card payment gateway networks. Further, by providing Payment Facility, ICONIC LIFESTYLE is neither acting as trustees nor acting in a fiduciary capacity with respect to the Transaction or the Transaction Price.

### **Payment Facility for Buyers:**

- You, as a Buyer, understand that upon initiating a Transaction You are entering into a legally binding and enforceable contract with the Seller to purchase the products and /or services from the Seller using the Payment Facility, and You shall pay the Transaction Price through Your Issuing Bank to the Seller using Payment Facility.
- You, as a Buyer, may agree with the Seller through electronic communication and electronic records and using the automated features as may be provided by Payment Facility on any extension / increase in the Dispatch and/or Delivery time and the Transaction shall stand amended to such extent. Any such extension / increase of Dispatch / Delivery time or subsequent novation / variation of the Transaction should be in compliance with Payment Facility Rules and Policies.
- You, as a Buyer, shall electronically notify Payment Facility using the appropriate ICONIC LIFESTYLE Website features immediately upon Delivery or non Delivery within the time period as provided in Policies. Non notification by You of Delivery or non Delivery within the time period specified in the Policies shall be construed as a deemed Delivery in respect of that Transaction. In case of Cash On Delivery transactions, Buyer is not required to confirm the receipt of products or services.



- You, as a Buyer, shall be entitled to claim a refund of the Transaction Price (as Your sole and exclusive remedy) in case You do not receive the Delivery within the time period agreed in the Transaction or within the time period as provided in the Policies, whichever is earlier. In case you do not raise a refund claim using Website features within the stipulated time than this would make You ineligible for a refund.
  - You, as a Buyer, understand that the Payment Facility may not be available in full or in part for certain category of products and/or services and/or Transactions as mentioned in the Policies and hence You may not be entitled to a refund in respect of the Transactions for those products and /or services
  - Except for Cash On Delivery transaction, refund, if any, shall be made at the same Issuing Bank from where Transaction Price was received.
  - For Cash On Delivery transactions, refunds, if any, will be made via demand draft in favour of the Buyer (As per registration details provided by the Buyer)
  - Refund shall be made in Indian Rupees only and shall be equivalent to the Transaction Price received in Indian Rupees.
  - For electronics payments, refund shall be made through payment facility using NEFT / RTGS or any other online banking / electronic funds transfer system approved by Reserve Bank India (RBI).
  - Refund shall be conditional and shall be with recourse available to ICONIC LIFESTYLE in case of any misuse by Buyer.
  - Refund shall be subject to Buyer complying with Policies.
4. ICONIC LIFESTYLE reserves the right to impose limits on the number of Transactions or Transaction Price which ICONIC LIFESTYLE may receive from on an individual Valid Credit/Debit/ Cash Card / Valid Bank Account/ and such other infrastructure or any other financial instrument directly or indirectly through payment aggregator or through any such facility authorized by Reserve Bank of India to provide enabling support facility for collection and remittance of payment or by an individual Buyer during any time period, and reserves the right to refuse to process Transactions exceeding such limit.
5. ICONIC LIFESTYLE reserves the right to refuse to process Transactions by Buyers with a prior history of questionable charges including without limitation breach of any agreements by Buyer with ICONIC LIFESTYLE or breach/violation of any law or any charges imposed by Issuing Bank or breach of any policy.
6. ICONIC LIFESTYLE may do such checks as it deems fit before approving the receipt of/Buyers commitment to pay (for Cash On Delivery transactions) Transaction Price from the Buyer for security or other reasons at the discretion of ICONIC LIFESTYLE . As a result of such check if ICONIC LIFESTYLE is not satisfied with the creditability of the Buyer or genuineness of the Transaction / Transaction Price, it will have the right to reject the receipt of / Buyers commitment to pay Transaction Price.
7. ICONIC LIFESTYLE may delay notifying the payment confirmation i.e. informing Seller to Dispatch, if ICONIC LIFESTYLE deems suspicious or for Buyers conducting high transaction volumes to ensure safety of the Transaction and Transaction Price. In addition, ICONIC LIFESTYLE may hold Transaction Price and ICONIC LIFESTYLE may not inform Seller to Dispatch or remit Transaction Price to law enforcement officials (instead of refunding the same to Buyer) at the request of law enforcement officials or in the event the Buyer is engaged in any form of illegal activity.
8. The Buyer and Seller acknowledge that ICONIC LIFESTYLE will not be liable for any damages, interests or claims etc. resulting from not processing a Transaction/Transaction Price or any delay in processing a Transaction/Transaction Price which is beyond control of ICONIC LIFESTYLE .



## **Compliance with Laws:**

9. Buyer and Seller shall comply with all the applicable laws (including without limitation Foreign Exchange Management Act, 1999 and the rules made and notifications issued there under and the Exchange Control Manual as may be issued by Reserve Bank of India from time to time, Customs Act, Information and Technology Act, 2000 as amended by the Information Technology (Amendment) Act 2008, Prevention of Money Laundering Act, 2002 and the rules made there under, Foreign Contribution Regulation Act, 1976 and the rules made there under, Income Tax Act, 1961 and the rules made there under, Export Import Policy of government of India) applicable to them respectively for using Payment Facility and ICONIC LIFESTYLE Website.

## **Buyer's arrangement with Issuing Bank:**

10. All Valid Credit / Debit/ Cash Card/ and other payment instruments are processed using a Credit Card payment gateway or appropriate payment system infrastructure and the same will also be governed by the terms and conditions agreed to between the Buyer and the respective Issuing Bank and payment instrument issuing company.

11. All Online Bank Transfers from Valid Bank Accounts are processed using the gateway provided by the respective Issuing Bank which support Payment Facility to provide these services to the Users. All such Online Bank Transfers on Payment Facility are also governed by the terms and conditions agreed to between Buyer and the respective Issuing Bank.

12. If ICONIC LIFESTYLE has suspicion or knowledge, that any of its buyers and sellers are involved in any activity that is intended to provide claims or information that is false, misleading or not genuine, then ICONIC LIFESTYLE may while reserving its rights to initiate civil and/or criminal proceedings against member may also at its sole discretion suspend, block, restrict, cancel the Display Name of such buyer and seller and /or disqualify that user and any related users from availing protection through this program.

ICONIC LIFESTYLE reserves its right to initiate civil and/or criminal proceedings against a user who, files a invalid and/or false claims or provides false, incomplete, or misleading information. In addition to the legal proceedings as aforesaid, ICONIC LIFESTYLE may at its sole discretion suspend, block, restrict, cancel the Display Name [and its related Display Names] of such user and/or disqualify that user and any related users from availing protection through this program. Any person who, knowingly and with intent to injure, defraud or deceive, files a Fraudulent Complaint containing false, incomplete, or misleading information may be guilty of a criminal offence and will be prosecuted to the fullest extent of the law.

## **Indemnity**

You shall indemnify and hold harmless ICONIC LIFESTYLE , its owner, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of Your breach of this Terms of Use, privacy Policy and other Policies, or Your violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party.



## **Applicable Law**

Terms of Use shall be governed by and interpreted and construed in accordance with the laws of India. The place of jurisdiction shall be exclusively in Gurgaon

## **Jurisdictional Issues/Sale in India Only**

Unless otherwise specified, the material on the Website is presented solely for the purpose of sale in India. ICONIC LIFESTYLE make no representation that materials in the Website are appropriate or available for use in other locations/Countries other than India. Those who choose to access this site from other locations/Countries other than India do so on their own initiative and ICONIC LIFESTYLE is not responsible for supply of products/refund for the products ordered from other locations/Countries other than India, compliance with local laws, if and to the extent local laws are applicable.

## **Trademark, Copyright and Restriction**

This site is controlled and operated by ICONIC LIFESTYLE and products are sold by respective Sellers. All material on this site, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights. Material on Website is solely for Your personal, non-commercial use. 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 the owner, 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. Any use for which You receive any remuneration, whether in money or otherwise, is a commercial use for the purposes of this clause.

## **Trademark complaint**

ICONIC LIFESTYLE respects the intellectual property of others. In case You feel that Your Trademark has been infringed, You can write to ICONIC LIFESTYLE at [anu.g@makemywishes.com](mailto:anu.g@makemywishes.com)

## **Product Description**

ICONIC LIFESTYLE we do not warrant that Product description or other content of this Website is accurate, complete, reliable, current, or error-free and assumes no liability in this regard.

## **Limitation of Liability**

In no event shall iconic lifestyle be liable for any special, incidental, indirect or consequential damages of any kind in connection with these terms of use, even if user has been informed in advance of the



possibility of such damages.

## Contact Us

Please contact us for any questions or comments (including all inquiries unrelated to copyright infringement) regarding this Website.

## Grievance officer

In accordance with Information Technology Act 2000 and rules made there under, the name and contact details of the Grievance Officer are provided below:

Ms Sapna Chaudhary

### **ICONIC LIFESTYLE SOLUTIONS PRIVATE LIMITED**

House No 31, GF, Block H, Ansal Flexi Homes

Sushant lok 3, Sector 57, Gurgaon, Haryana

Phone: +91 - 8010766222

Email: Sapna.c@makemywishes.com

Time: Mon - Fri (10:00 - 18:00)

## POLICIES

### Profanity Policy

ICONIC LIFESTYLE prohibits the use of language that is racist, hateful, sexual or obscene in nature in a public area.

This policy extends to text within listings, on Seller pages and all other areas of the site that another User may view. If the profane words are part of a title for the item being sold, we allow Sellers to 'blur' out the bulk of the offending word with asterisks (i.e., s\*\*\* or f\*\*\*).

Please report any violations of this policy to the correct area for review:

Report offensive Display Names

Report offensive language in a listing or otherwise

If a feedback comment; or any communication made between Users on the Website; or email communication between Users in relation to transactions conducted on Website contain profanity, please review Our feedback removal policy and submit a request for action/removal.

Disciplinary action may result in the indefinite suspension of a User's account, temporary suspension, or a formal warning.

ICONIC LIFESTYLE will consider the circumstances of an alleged policy violation and the user's trading records before taking action.

Violations of this policy may result in a range of actions, including:

1. Limits placed on account privileges;



2. Loss of special status;
3. Account suspension.

## Email Abuse & Threat Policy

Private communication, including email correspondence, is not regulated by ICONIC LIFESTYLE . ICONIC LIFESTYLE encourages its Users to be professional, courteous and respectful when communicating by email.

However, ICONIC LIFESTYLE will investigate and can take action on certain types of unwanted emails that violate ICONIC LIFESTYLE policies.

Such instances:

Threats of Bodily Harm - ICONIC LIFESTYLE does not permit Users to send explicit threats of bodily harm.

Misuse of ICONIC LIFESTYLE System - ICONIC LIFESTYLE allows Users to facilitate transactions through the ICONIC LIFESTYLE system, but will investigate any misuse of this service.

Spoof (Fake) email - ICONIC LIFESTYLE will never ask you to provide sensitive information through email. In case you receive any spoof (fake) email, you are requested to report the same to Us through 'Contact Us' tab.

Spam (Unsolicited Commercial email) - ICONIC LIFESTYLE 's spam policy applies only to unsolicited commercial messages sent by ICONIC LIFESTYLE Users. ICONIC LIFESTYLE Users are not allowed to send spam messages to other Users.

Offers to Buy or Sell Outside of ICONIC LIFESTYLE - ICONIC LIFESTYLE prohibits email offers to buy or sell listed products outside of the ICONIC LIFESTYLE Website. Offers of this nature are a potential fraud risk for both Buyers and Sellers.

ICONIC LIFESTYLE policy prohibits user-to-user threats of physical harm via any method including, phone, email and on Our public message boards.

Violations of this policy may result in a range of actions, including:

- Limits on account privileges
- Account suspension
- Cancellation of listings
- Loss of special status

Other Businesses

ICONIC LIFESTYLE does not take responsibility or liability for the actions, products, content and services on the Website, which are linked to Affiliates and / or third party websites using Website's APIs or otherwise. In addition, the Website may provide links to the third party websites of Our affiliated companies and certain other businesses for which, ICONIC LIFESTYLE assumes no responsibility for examining or evaluating the products and services offered by them. ICONIC LIFESTYLE do not warrant the offerings of, any of these businesses or individuals or the content of such third party website(s). ICONIC LIFESTYLE does not endorse, in any way, any third party website(s) or content thereof.



## ICONIC LIFESTYLE Infringement Verification (FIV) - Reporting Listing Violations

ICONIC LIFESTYLE has put in place ICONIC LIFESTYLE Infringement Verification process so that intellectual property owners could easily report listings that infringe their rights. It is in ICONIC LIFESTYLE 's interest to ensure that infringing products are removed from the site, as they erode Buyer and good Seller trust.

If you are a Verified Rights Owner and want to report a listing issue, see ICONIC LIFESTYLE 's FIV.

Note: Only the intellectual property rights owner can report potentially infringing products or listings through FIV. If you are not the intellectual property rights owner, you can still help by getting in touch with the rights owner and encouraging them to contact us.

If your listing was removed through FIV, and you believe that your listing was removed in error, please contact us.

ICONIC LIFESTYLE does not and cannot verify that Sellers have the right or ability to sell or distribute their listed products. However, ICONIC LIFESTYLE is committed to removing infringing or unlicensed products once an authorized representative of the rights owner properly reports them to ICONIC LIFESTYLE .

**FIV** works to ensure that item listings do not infringe upon the copyright, trademark or other intellectual property rights of third parties. FIV participants have the ability to identify and request removal of allegedly infringing products and materials.

Any person or company who holds intellectual property rights (such as a copyright, trademark or patent) which may be infringed upon by products listed on ICONIC LIFESTYLE is encouraged to become a FIV member.

Program membership entitles you (Verified Rights Owner) to the following benefits:

- Rapid response by ICONIC LIFESTYLE in ending listings reported by you (as the Verified Rights Owner) as allegedly infringing

- Dedicated priority email queues for reporting alleged infringements

- The ability to obtain identifying information about ICONIC LIFESTYLE 's users'

### How to Become a FIV Member

To join the FIV, we require only that you fully complete and email Us a Notice of Infringement form specifying the allegedly infringing listings and the infringed work, complete with an original authorized signature. The information requested by the Notice of Infringement is designed to ensure that parties reporting products are authorized by the rights owners, and to enable ICONIC LIFESTYLE to easily identify the material or listing to be ended.

In the interest of keeping the process easy and simple, after we receive your first Notice of Infringement in hard copy, future notices can be sent to Us by email at [sapna.c@makemywishes.com](mailto:sapna.c@makemywishes.com) Note: In your notice of infringement, you shall be required to identify the individual listing which is infringing your intellectual property. General notices shall not be accepted.

We are happy to receive such information, but must advise that we may be limited in Our ability to respond to your request absent formal notice from an authorized rights owner.



## Notice of Infringement

### ICONIC LIFESTYLE SOLUTIONS PRIVATE LIMITED

House no 31, GF, Block H, Ansal Flexi Homes

Sushant lok 3, Sector 57, Gurgaon, Haryana

I, Anu Gupta, r/o House no 31, GF, Block H, Ansal Flexi Homes, Sushant lok 3, Sector 57, Gurgaon, Haryana do solemnly and sincerely declare as follows:

1. I am the owner of certain intellectual property rights, said owner being named www.Makemywishes.com ("IP Owner").

2. I have a good faith belief that the item listings or materials identified in the annexure attached hereto are not authorised by the above IP Owner, its agent, or the law and therefore infringe the IP Owner's rights. Please expeditiously remove or disable access to the material or products claimed to be infringing.

3. I may be contacted at:

Name Anu Gupta

Title & Company Director, Iconic Lifestyle Solutions Pvt Ltd

Address: House no 31, GF, Block H, Ansal Flexi Homes

Sushant lok 3, Sector 57, Gurgaon, Haryana

Email (correspondence) anu.g@makemywishes.com

Telephone/Fax 0124-4010010

Date 30 - April-2016

and I make this declaration conscientiously believing it to be true and correct.

Declared by Ms Anu Gupta

on [30-april-2016 Gurgaon

Truthfully,

Signature : Anu Gupta

## Addendum to Notice of Infringement:

List of Allegedly Infringing Listings, Products, or Materials

A Note on Reason Codes: When identifying item numbers please use the reasons below. When removing products from the site, ICONIC LIFESTYLE will inform Sellers of the specific reason for the removal of their products.

Select the most appropriate reason. Please associate each item you report with only one reason code.

## Trademark-infringement

1. Trademark owner doesn't make this type of product or has discontinued the production of the product

2. Item(s) is an unlawful replica of a product made by the trademark owner or is counterfeit



## Trademark-listing description infringement

3. Listing(s) has unlawful comparison to trademark owner's brand or product
4. Listing(s) contains unlawful use of trademark owner's logo

## Copyright-item infringement

5. Software is being offered without any license or in violation of a license
6. Item(s) is a bootleg recording;
7. Item(s) is an unlawful copy (software, games, movies, etc.);
8. Item(s) is unlawful duplication of printed material
9. Item(s) is an unlawful copy of other copyrighted work (paintings, sculptures, etc.)

## Copyright-listing content infringement

9. Listing(s) comprises unauthorized copy of copyrighted text
10. Listing(s) comprises unauthorized copy of copyrighted image
11. Listing(s) comprises unauthorized copy of copyrighted image and text

Reason Code: \_\_\_\_\_

Work(s)

Infringed: \_\_\_\_\_

Item Number(s): \_\_\_\_\_

Note:

1. Please provide the ownership of Trademark (Trademark Registration Certificate should be in the name of applicant)
2. Please provide the evidence as to the ownership of copyright.

All such Notices of Infringement shall be sent to [sapna.c@makemywishes.com](mailto:sapna.c@makemywishes.com)