

PRIVACY POLICY

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 and we value the trust you place in us. Please read the following statement to learn about our information gathering and dissemination practices. Please note that Iconic services may get converted in the company or such other legal entity and once formed, all the terms and conditions and policy hereunder, of the Iconic services shall be deemed to be issued by the prospective company or such other legal entity which may be formed alongwith additional terms, conditions, policy of the prospective company or such other legal entity as may be formed.

For the purpose of this privacy policy, the terms “we”, “our”, “us” “Iconic services” refers to the owner of iconic Services and the terms “you”, “your”, “customer” refers to the user or viewer of the website.

Note:

Our privacy policy is subject to change at any time without notice. To make sure you are aware of any changes, please review this policy periodically.

By visiting this Website you agree to be bound by the terms and conditions of this Privacy Policy. If you do not agree please do not use or access our Website.

By mere use of the Website, you expressly consent to our use and disclosure of your personal information in accordance with this Privacy Policy. This Privacy Policy is incorporated into and subject to the Terms of Use.

Collection of Personally Identifiable Information and other Information

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. If you object to Your Information being transferred or used in this way please do not use the Website.

We collect and store your personal information which is provided by you from time to time. Our primary goal in doing so is to provide you a safe, efficient, smooth and customized experience. We use this information to do internal research on our users' demographics, interests, and behavior to better understand, protect and serve our users. 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

While registering or enquiring from Iconic Services, you will be required to furnish some information like name, address, postal code, gender, e-mail address, contact number, etc. We may also gather information about, your access to our website, no of times you have visited our website and the services accessed by you at our website. This information is used by us to personalise your website experience, to process your events, execute your orders and to make communication regarding your order. The contact number and e-mail address are used by us for contacting you for the fulfilment of your order, sending you information and promotional codes and notifying you about any offer, updates or new service. These information are also used by Iconic Services in staff and members, who are involved in the completion of your events. Apart from personal information, we may also collect browsing data of the user like the IP address, the operating system, type of browser, duration of accessing the website, date and time when the website has been accessed. These information are used by us for diagnostics purpose which will help us to identify fraudulent use and also help us to prevent your device from fraud.

a. We may collect the following information:

- i. name and job title
- ii. contact information including email address
- iii. demographic information such as pin code, preferences, and interests
- iv. other information relevant to customer surveys and/or offers

b. We require this information to understand your needs and provide you with a better service, and in

particular for the following reasons:

i. Internal record keeping.

ii. We may use the information to improve our products and services.

c. We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided.

d. From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail. We may use the information to customize the website/app according to your interests.

e. To contact you via email, phone or text message, to deliver certain services or information you have requested. We will send you messages related to job openings, iconic services and any other relevant promotional or informational content.

SECURING THE INFORMATION

A variety of security measures are administered by Iconic Services to ensure that the user's information are protected and are not misused with or exposed to the third party. Iconic Services do not engage in selling, renting, transferring or trading of personal information to third parties. The personal details collected by us are secured through a secure server and the payment card details are collected by using encryption technology which prevents the hackers from decrypting the details.

We use data collection devices such as "cookies" on certain pages of the Website to help analyze our web page flow, measure promotional effectiveness, and promote trust and safety. "Cookies" are small files placed on your hard drive that assist us in providing our services. We offer certain features that are only available through the use of a "cookie".

We also use cookies to allow you to enter your password less frequently during a session. Cookies can also help us provide information that is targeted to your interests. Most cookies are "session cookies," meaning that they are automatically deleted from your hard drive at the end of a session. You are always free to decline our cookies if your browser permits, although in that case you may not be able to use certain features on the Website and you may be required to re-enter your password more frequently during a session.

Additionally, you may encounter "cookies" or other similar devices on certain pages of the Website that are placed by third parties. We do not control the use of cookies by third parties.

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 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.

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 services does not warrant that:

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

Iconic Services 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 Servicesdoes 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 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/country 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, SMS notifications, mobile applications and/or any other electronic mode of communication in case of any order or shipment or delivery related updates. We may use your personal information to initiate any promotional phone calls or SMS.

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:

Lack of authorization for any transaction/s, or

Any payment issues arising out of the transaction, or

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/ Courier Partner 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:

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 Servicesliable or responsible for the non-delivery, non-receipt, non-payment, damage, breach of representations and warranties, non-provision of warranty services or fraud as regards the products and /or services listed on Iconic ServicesWebsite.

You have specifically authorized Iconic Services 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 Servicesis on a principal to principal basis and by accepting these Terms of Use you agree that Iconic Services 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 Services's Website that are paid for by using the Payment Facility. Iconic Services does not guarantee the identity of any User nor does it ensure that a Buyer or a Seller will complete a transaction.

You understand, accept and agree that the payment facility provided by Iconic Services 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 Website using the existing authorized banking infrastructure and Credit Card payment gateway networks. Further, by providing Payment Facility, Iconic Services 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 Website features immediately upon Delivery or non-Delivery within the time period as provided in Policies. No 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, 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.

For both electronics payments and cash on delivery, 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 made in Indian Rupees only and shall be equivalent to the Transaction Price received in Indian Rupees.

Refund shall be conditional and shall be with recourse available to Iconic Services in case of any misuse by Buyer.

Refund shall be subject to Buyer complying with Policies.

Iconic Services reserves the right to impose limits on the number of Transactions or Transaction Price which Iconic Services 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.

Iconic Services 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 Services or breach/violation of any law or any charges imposed by Issuing Bank or breach of any policy.

Iconic Services 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 Services As a result of such check if Iconic Services is not satisfied with the creditability of the Buyer or genuineness of the Transaction or other reasons at its sole discretion, Iconic Services shall have the right to reject the receipt of / Buyers commitment to pay Transaction Price. For avoidance of doubt, it is hereby clarified that the 'Cash on Delivery' feature for payment, may be disabled for certain account users, at the sole discretion of Iconic Services.

Iconic Services may delay notifying the payment confirmation i.e. informing Seller to Dispatch, if Iconic Services deems suspicious or for Buyers conducting high transaction volumes to ensure safety of the Transaction and Transaction Price. In addition, Iconic Services may hold Transaction Price and Iconic Services 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.

The Buyer acknowledge that Iconic Services 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 Services

Buyer's arrangement with Issuing Bank:

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.

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.

Iconic Service's Replacement Guarantee*

Iconic Services's Replacement Guarantee seeks to assist Buyers who have been defrauded by qualified sellers on the Website. The return policy period depends on the product category and the seller. If at the time of delivery and/or within the applicable return policy period, if any defect is found, then the buyer of the product(s) can ask for replacement of the product(s) from the seller subject to the following terms and conditions

Notify seller of any defects in the product(s) at the time of delivery of the product/s and/or within the applicable return policy period and the same product(s) will be replaced in return of the defective product(s).

Replacement can be for the entire product(s) or part(s) of the product subject to availability of the same with the seller.

Following products shall not be eligible for return or replacement:

- Damages due to misuse of product;
- Incidental damage due to malfunctioning of product;
- Any consumable item which has been used;
- Products with tampered or missing serial/UPC numbers;
- Any product that is returned without all original packaging and accessories, including the box, manufacturer's packaging if any, and all other items originally included with the product(s) delivered;

If Iconic Services has any suspicion or knowledge that any of its buyers are involved in any activity that is intended to provide claims or information that is false or not genuine, Iconic Services may also, while reserving its rights to initiate civil and/or criminal proceedings against such member buyers, at its sole discretion, suspend, block, restrict, cancel the Display Name of such buyers and/or disqualify that user and any related users from availing protection through this program. Customers who have been blocked for any suspicious or fraudulent activity on Iconic Services will not be allowed to return their products.

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.

Choice/Opt-Out

We provide all users with the opportunity to opt-out of receiving non-essential (promotional, marketing-related) communications from us on behalf of our partners, and from us in general, after setting up an account.

If you want to remove your contact information from all our lists and newsletters, please write to us at info@iconicservices.in

Indemnity

You shall indemnify and hold harmless Iconic Services, its owner, licensee, affiliates, subsidiaries, group companies (as may be 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

Privacy Policy shall be governed by and interpreted and construed in accordance with the laws of India. The place of jurisdiction shall be exclusively in Thane- Maharashtra.

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 Services 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 Services 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 Services 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 Services respects the intellectual property of others. In case you feel that Your Trademark has been infringed, you can write to Iconic Services at info@iconicservices.in

Product Description

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

Limitation of Liability

IN NO EVENT SHALL ICONIC SERVICES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS PRIVACY POLICY, EVEN IF USER HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

Profanity Policy

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

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

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

Disputes Resolutions Policy

Generally, transactions are conducted smoothly on Iconic Services. However there may be some cases where both the Buyers and Sellers may face issues. At Iconic Services we have a Dispute Resolution process in order to resolve disputes between Buyers and Sellers.

'Dispute':

A 'Dispute' can be defined as a disagreement between a Buyer and a Seller in connection with a transaction on the Website.

Disputes are filed as a result of a disagreement between the Buyer and the Seller. Disputes arise out of an issue that is raised by either party not being completely satisfied with the resolution of their complaint/issue.

It is important that before a Buyer/Seller raises a dispute, they should attempt to solve the issue. Please note that whenever a Buyer raises a dispute, the Seller's payment for that order is put on hold immediately until the issue is resolved.

'Dispute' creation:

Whenever there is a disagreement, the Buyer can write to customercare@iconicservices.com, in order to raise a dispute. Disputes can be raised at a particular transaction level.

Types of 'Disputes':

Following are the indicative examples of potential disputes:

Wrong item received

Item not as described

Damaged or Seal broken on Product

Seller Description/Specification Wrong

In case the Seller rejects the return request of the Buyer, and Buyer raises a dispute, then Iconic Services will try to mediate and resolve the dispute between both the parties. If the dispute is resolved in favor of the Buyer, a refund is provided once the product is returned to the Seller. If the dispute is settled in favor of the Seller, Buyer is entitled to any refund.

Raising disputes against Sellers does not automatically entitle the Buyer to a refund or replacement for the product purchased. Iconic Services shall verify the disputes so raised and may process only such claims that are valid and genuine.

Iconic Services shall at no point be responsible for any direct or indirect losses, expenses, costs of any nature whatsoever that may be incurred by any Buyer/Seller.

Claims of the nature of 'Buyer remorse' (i.e. instances where products are bought by the Buyer by mistake or where the Buyer chooses to change his/her mind with regard to the product purchased by him) will not be entertained.

Iconic Services reserves its right to initiate civil and/or criminal proceedings against a User who, files an invalid and/or false claims or provides false, incomplete, or misleading information. In addition to the legal proceedings as aforesaid, Iconic Services 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.

Decisions made by Iconic Services shall be final and binding on its Users.

Iconic Services Customer Support Team may seek additional information / clarification from Buyer to facilitate resolution of the dispute. In the event Buyer does not respond with information / clarification sought within 10 days of such request, the dispute shall be auto-closed in favor of the Seller.

Email Abuse & Threat Policy

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

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

Such instances:

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

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

Spoof (Fake) email - Iconic Services 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 Services's spam policy applies only to unsolicited commercial messages sent by Iconic Services Users. Iconic Services Users are not allowed to send spam messages to other Users.

Offers to Buy Outside of Iconic Services - Iconic Services prohibits email offers to buy listed products outside of the Iconic Services Website. Offers of this nature are a potential fraud risk for Buyers.

Iconic Services policy prohibits user-to-user threats of physical harm via any method including, phone, email and on our public message boards.

Contact Us

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

Grievance

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

ABHIMANYU R. YADAV (ADVOCATE- MUMBAI HIGH COURT) Contact No.+91865577744