TERMS & CONDITIONS

By using the services on the <u>www.thesouledstore.com</u>, you are agreeing to the following terms of service, including those available by hyperlink, with The Souled Store. If you do not agree with its terms, do not use this website.

The Souled Store provides a range of services including but not limited to, enabling you to publish, sell, comment on, promote, and purchase art related products; interact with other members; and receive the benefits of The Souled Store's product production service including payment processing, transaction handling, product manufacturing, packaging, order fulfilment and customer service.

Content & Copyright Policy

You understand that all information, images, pictures, data, text, music, sound, photographs, graphics, video, messages, or other materials, whether publicly posted or privately transmitted, is the exclusive work and property of the person from whom such Content originated. The Souled Store does not claim any permanent ownership of your Content. You retain copyright and any other rights you already hold in Content which you submit, post, upload, display, or sell on or through The Souled Store. When you submit, post, upload, display, or sell Content, you grant The Souled Store a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license (and sub-licensable) to use and archive the Content in accordance with or as reasonably contemplated by this Agreement.

The Souled Store does not manually screen Content before it is displayed on the website so occasionally members may inadvertently or deliberately submit and display content that breaches this Agreement. Inappropriate Content includes, but is not limited to, Content that infringes the copyright or other intellectual property rights of any person or company, or that defames or vilifies any person, people, races, religion or religious group, is obscene, pornographic, indecent, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable.

The Souled Store reserves the right to review, and if necessary remove, any Content from the website or to cancel your account at its sole discretion, either because that content breaches this Agreement or any applicable laws, or otherwise.

This means that you, and not The Souled Store, are entirely responsible for all Content that you upload for sale as products, post, email, transmit or otherwise make available via The Souled Store. The Souled Store does not control the Content posted via The Souled Store services and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using The Souled Store services, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will The Souled Store be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via The Souled Store.

You understand that you will be exposed to Content from a variety of The Souled Store users and that The Souled Store is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against The Souled Store with respect thereto, and agree to defend, indemnify and hold harmless The Souled Store, its parent corporation, its subsidiaries, its licensors, and their respective officers, directors, employees and agents to the fullest extent allowed by law regarding all matters related to your use of The Souled Store service.

While we try to offer reliable data, we cannot promise that the Content and postings on The Souled Store website will always be accurate and up-to-date. You will be responsible for ensuring that your posts are accurate and do not include misleading information. You agree that you will not hold us responsible for inaccuracies in any postings on The Souled Store website.

The Souled Store and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Content that is available via The Souled Store. Without limiting the foregoing, The Souled Store and its designees shall have the right to remove any Content that violates the Terms of Service or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by The Souled Store or submitted to The Souled Store, including without limitation information in The Souled Store collaborations, posts and in all other parts of The Souled Store.

You acknowledge, consent and agree that The Souled Store may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce the Terms of Service; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of The Souled Store, its users and the public.

Without limiting other remedies, we may limit, suspend or terminate our service and user accounts, prohibit access to our website, delay or remove hosted Content, and take technical and legal steps to keep users off The Souled Store websites if we think that they are creating problems, possible legal liabilities, or acting inconsistently with the letter or spirit of our policies.

We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for extended periods of time.

Liability

You will not hold The Souled Store responsible for other users' Content, actions or inactions, or collaborations. We have no control over and do not guarantee the quality, safety or legality

of collaborations advertised, the truth or accuracy of users' Content, the ability of parties to deliver on collaborations or that the parties will actually complete a transaction.

We cannot guarantee continuous or secure access to our services, and operation of the websites may be interfered with by numerous factors outside of our control. Accordingly, to the extent legally permitted, we exclude all implied warranties, terms and conditions. We are not liable for any loss of money, goodwill, or reputation, or any special, indirect, or consequential damages arising out of your use of our websites and services. Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

You must ensure that your access to this website and The Souled Store Service is not illegal or prohibited by laws that apply to you.

You must take your own precautions to ensure that the process that you employ for accessing The Souled Store's service does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage own computer system. We do not accept responsibility for any interference or damage to any computer system that arises in connection with your use of this website or any linked website.

We do not accept liability for any losses arising directly or indirectly from a failure to provide The Souled Store Service, corruption to or loss of data, errors or interruptions, any suspension or discontinuance of The Souled Store service, or any transmissions by others in contravention of the registered members' obligations as set out in this agreement.

You acknowledge that we may not be able to confirm the identity of other registered users or prevent them acting under false pretences or in a manner that infringes the rights of any person.

Trademarks

If you use any of our trademarks in reference to our products or services, you must include a statement attributing that trade mark to us. You must not use any of our trademarks in or as the whole or part of your own trademarks; in connection with activities, products or services which are not ours; in a manner which may be confusing, misleading or deceptive; or in a manner that disparages us or our information, products or services (including this website).

Termination of Account

The Souled Store may terminate your access to all or any part of The Souled Store service at any time, with or without cause, with or without notice, effective immediately. You may terminate your use of The Souled Store service at any time, provided that all provisions of these Terms of Service, which shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

The Souled Store will terminate your access to the site if you are determined to be, in The Souled Store's sole discretion, a repeat infringer of the Content & Copyright Policy and/or these Terms of Service.

The Souled Store may, but shall not be obligated to, give you one warning if you have violated these Terms of Service prior to termination of your account.

Return & Exchange Policy

- 1. Customers can return their order within 15 days of the order delivery
- 2. All returns must be in unused condition with all original tags and packaging intact
- 3. The product amount will be credited back to your account as reward points, once we have received the products and quality check is done
- 4. Online refund of shipping and COD charges is not applicable
- 5. As we do not have a reverse pickup facility yet, you are requested to ship the product(s)back to us. Please pack the items securely to prevent any loss or damage during transit. A maximum of Rs. 100 will be refunded to you in terms of Reward Points which you can use on future orders
- 6. International orders are not eligible for return/ exchange unless an incorrect product has been delivered
- 7. Defective products need not be sent back to us unless confirmed by the Customer Care team. If you have received a defective product, send us images on our email id and our team will check it.

REFUND POLICY

What are the terms and conditions for refund?

- 1. You can ask for an online refund against any of your orders within 15 days of its date of delivery
- 2. All online refunds will be credited into your The Souled Store account as Reward Points which you can use to shop on the souled store.com
- 3. For any other requests or queries regarding this, kindly write to us at connect@thesouledstore.com

What are the rules for refunding courier charges?

- 1. As we do not have a reverse pickup facility yet, we will provide you Reward Points worth Rs.100 for the shipping charges borne by you
- 2. Please make sure your courier costs do not exceed our Reward Points rates. We recommend using 'Speed Post' as your courier service. Speed Post is a government of India owned entity and has the most widely distributed postal network in India
- 3. Courier online refund rates are fixed and will not change depending on the courier service you choose to return the product

How long does the online refund procedure take?

The online refund procedure will be initiated within 48 hours once we receive your product. Once initiated, the amount will reflect in your The Souled Store account as Reward Points.

Where should I return my product?

Please courier the product(s) to us at the address mentioned below and we will reimburse the courier charges in terms of Reward Points worth Rs. 100 which you can use to shop on the souled store.com

The Souled Store Pvt. Ltd. 224, TantiaJogani Industrial Premises, J. R. Boricha Marg, Lower Parel (East), Mumbai - 400011

I haven't received my refund yet. What should I do?

- 1. We update our customers through emails once we initiate the online refund procedure
- 2. If our last email states that we have initiated the online refund procedure, kindly wait for the process to complete
- 3. For queries you can write to us at connect@thesouledstore.com