

TERMS AND CONDITIONS

1. General

1. Himanshu Singhal HUF having Trade name as 'Dormio Wear India Enterprise', having its registered address at F-1939, Serene, Brigade Cornerstone Utopia, Varthur, Bangalore 560087, Karnataka, India ("Dormio Wear", "we", "us" or "our") is managing and operating the mobile application/website www.dormiowear.com (collectively referred to as the "Dormio Wear Platform") through which it inter alia facilitates the sale and purchase of products listed on the Dormio Wear Platform ("Products") to the users of the Dormio Wear Platform ("User" or "Users" or "you" or "your").
2. These Terms and Conditions ("**Terms**" or "**Terms and Conditions**") govern your usage, of the Platform, sale and purchase of the Products on the Platform, and rights and obligations arising by virtue of usage of any feature of the Platform. These Terms and Conditions form a binding agreement between Dormio Wear and the Customer ("**Agreement**") within the scope of Section 10A of the Information Technology Act, 2000 read with the Indian Contract Act, 1872.
3. Only persons who can enter into legally binding contracts as per Indian Contract Act, 1872, i.e. persons who are 18 (eighteen) years of age or older, are of sound mind, and are not disqualified from entering into contracts by any law, can use and access the Platform. If you are a minor, i.e., under the age of 18 years, you may use the Platform only with the involvement of a parent or guardian.
4. Your access to the Platform, offers or promotions in relation to the Products, as may be provided by us or our affiliates, may be governed by other terms and conditions, policies, or guidelines ("**Additional Terms**") along with these Terms. If these Terms are inconsistent with such Additional Terms, the Additional Terms will control to the extent of such inconsistency with respect to the applicable Product.
5. These Terms and Conditions constitute an electronic record within the meaning of the applicable law. This electronic record is generated by a computer system and does not require any physical or digital signatures. The Terms and Conditions consists of terms and conditions for use of the Platform and sale of Products respectively. Please read these Terms and Conditions carefully before using or accessing the Platform. By using the Platform, you signify your agreement to be bound by these Terms. If you do not agree with the Terms, we advise you to not use or access the Platform.

2. License And Access To Platform

1. Your use of the Platform, and access to Dormio Wear Content (*as defined below*) is subject to a limited, revocable, and non-exclusive license which is granted to you when you register on the Website. You will use the Platform solely for the intended purpose.
2. The license granted to you does not include a license for: (a) resale of Products or commercial use of the Platform or Dormio Wear Content, (b) any collection and use of product listings, description, or prices, (c) any use of the Platform, other than as contemplated in these Terms, (d) any downloading or copying of Account Information, (e) any use of data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) any parts of the Platform, (e) creating and/ or publishing your own database that features parts of the Platform.
3. You grant to Dormio Wear a royalty-free, perpetual, irrevocable, non-exclusive right and license to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works from, display worldwide, or act on any material posted by you on the Platform, including comments, or posts on social media without additional approval or consideration in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such content, and you waive any claim over all feedback, comments, ideas or suggestions or any other content provided through or on the Platform. You agree to perform all further acts necessary to perfect any of the above rights granted by you to the Platform, including the execution of deeds and documents, at its request.
4. Please note that Dormio Wear at all times reserves the right to refuse your access to the Platform, terminate your license to use the Platform, terminate/deactivate your account, remove, or edit content on the Platform, at its sole discretion, without any prior notice.

3. **Terms of Sale on the Platform**

1. Listing and display of Products by us on the Platform is our invitation to you to make an offer for purchase of such Products. Likewise, the placement of an order on the Platform by you is your offer to buy the Product(s) from us.
2. Once you have placed an order with us for purchase of a Product, the specifications of the Product may be changed subject to Dormio Wear's approval and availability of the Product, including its size, colour, etc. The Order Confirmation is merely an acknowledgement that we have received your order and does not signify our acceptance of your offer.
3. We only accept your offer and conclude the contract of sale for a Product ordered by you, when the Product is shipped or dispatched to you. We reserve the right, at our sole discretion, to recall, refuse or cancel any order for any reason whatsoever including any findings by Dormio Wear regarding the Order, before sending Shipment Confirmation to you.
4. Your contract is with us, and you confirm that the Product(s) ordered by you are purchased for your internal / personal purpose and not for re-sale or business purpose.
5. You can return or exchange the order any time after the item is delivered and is within the prescribed window of returns/exchange. Please refer to the [Return Policy](#) and [Exchange Policy](#).
6. All orders placed on the Platform are subject to the availability of such Product, our acceptance of your offer as per the above and your continued adherence to these Terms.
7. All orders will be executed only after realization of the payments as prescribed on the Platform.
8. Any order may require additional cash payments towards delivery charges, as may be indicated on the Platform, over & above the offer price.
9. Dormio Wear may take any time, subject to stock availability and other such conditions pertinent to delivery.
10. Dormio Wear will not be liable for any form of fraud, *inter alia* telephone scams, credit card frauds etc., the liability of any fraudulent use of the card shall always be on the owner of the card.
11. You represent and warrant that all details you provide to the Platform for the purpose of ordering or purchasing goods are true, accurate, current and complete in all respects; and that the credit or debit card you are using is your own and that there are sufficient funds in your account to cover payment of the product(s) ordered.
12. Products that may be made available on the Platform (including any discounted products during a sale and/or any other similar event) may change on a frequent basis. Dormio Wear reserves the right to make changes to the Platform and/or its Products without prior notice to you.
13. Availability of Products may not be indicated on each individual Product description.
14. Some Products may be available only in limited quantities; therefore, Dormio Wear cannot guarantee that a Product displayed earlier on the Platform may continue to be available upon subsequent visits.
15. A Product may be out of stock temporarily, permanently, or otherwise discontinued from the Platform. When a Product is no longer available, Dormio Wear will take commercially reasonable measures to remove it from the Platform listing, within a reasonable period of time.
16. In the event, you have ordered any Products that are not in stock at Dormio Wear, we will issue the charged amount back as credit to your wallet which you can use to order other available Products.

4. **Personal Information**

1. During the course of usage of the Platform, Dormio Wear may collect and store and/or you may provide us with, personal identifiable and sensitive information about you, including without limitation your name, phone number, email address, address, postal code, occupation, login details, body sizes, and other related information etc.

2. Dormio Wear respects the sensitivity of the information about you, and we appreciate your trust in us. In this regard, Dormio Wear has formulated the Privacy Policy, which shall be deemed to be included in these Terms, setting out the manner in which your information is collected, stored, processed, used, and disclosed. If you do not agree with the terms of our Privacy Policy, we advise you to not use or access the Platform.

5. **Content On Platform**

1. All information, content, material, text, graphics, images, logos, button icons, software code, interface, design and the collection, arrangement, and assembly of the content on the Platform are the property of Dormio Wear or its affiliates ("Dormio Wear Content"), and are protected under copyright, trademark and other applicable laws. Further, all trademarks, services marks, trade names and trade secrets in relation to Dormio Wear whether or not displayed on the Platform, are proprietary to Dormio Wear.
2. No information, content or material from the Platform (including the Dormio Wear Content) may be copied, reproduced, republished, duplicated, copied, sold, resold, uploaded, posted, transmitted, distributed or otherwise exploited in any way (including for any commercial purpose) without our express written permission. You will not frame or use framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Dormio Wear and its affiliates without express written consent. Any unauthorized use terminates the permissions granted in these Terms.

6. **Disclaimers**

1. Dormio Wear will try to make access to and use of the Platform error-free and without interruptions. However, your access to the Platform may be occasionally suspended or restricted to allow for repairs, maintenance, or for introduction of new facilities or services on the Platform.
2. Dormio Wear does not take responsibility for any access or usage problems that may arise from internet related issues at your end.
3. The Platform may contain user generated content which Dormio Wear does not pre-screen, and which contains views that may be opinions of users/ experts. Dormio Wear will do its best to monitor, edit or remove such user generated content where it is necessary to do so (for instance, if such content violates these Terms). Dormio Wear does not promise that the user generated content on the Platform are accurate, complete or updated, that it will not offend or upset any person or that it does not infringe the intellectual property rights of third parties.
4. To help you in identifying the Products of your choice, description of the Products are provided on the Platform through photographs, videos, charts, screenshots, infographics and other visual aids. While reasonable efforts are made to provide accurate visual representations, we disclaim any guarantee or warranty of exactness of such visual representation or description of the Products, with the actual Product which is ultimately delivered to you. The appearance/color /fit of the Products when delivered may differ for various reasons.
5. The Products included on the Platform are provided on an "as is" and "as available" basis without any representations or warranties, express or implied, except as otherwise specified in writing.
6. Dormio Wear does not covenant or provide any representations and warranties:
 1. in respect of quality, suitability, accuracy, reliability, performance, safety, merchantability, fitness for a particular purpose/consumption or the content (including product or pricing information and/or specifications) on the Platform;
 2. that the Products will be made available at all times;
 3. that the operation of the Platform, including the functions contained in any content, information and materials on the Platform or any third-party sites or services linked to the Platform will be uninterrupted, or that the defects will be rectified, or that the Platform or the servers that make such content, information and materials available are free of viruses or other harmful components; and
 4. that Dormio Wear Content available on the Platform are complete, true, accurate or non-misleading.

7. To the extent permitted by applicable law, Dormio Wear disclaims any liability against any loss, damage, expenses, liabilities, claim, injury caused due to the failure of performance, omission, defect of Products, or deletion, interruption, error, delay, virus, communication, unauthorized access, theft, destruction, alteration or use of records on the Platform.
8. Dormio Wear is not responsible for the content of any third party sites and does not make any representations regarding the content or accuracy of material on such sites. If you decide to access links of any third party platforms, you are doing so entirely at your own risk and expense and does not amount to or be deemed to be an endorsement of any product or service under any circumstances.
9. Dormio Wear does not warrant that the Platform will be compatible with all hardware and software which is used by the User.
10. While we attempt to provide you error free and smooth experience, in case of an inadvertent error there may be information on the Platform that contains typographical errors, inaccuracies or omissions that may relate to information pertaining to the Products, pricing, promotions, offers, shipping charges, transit times and availability. Dormio Wear reserves the right to correct any errors, inaccuracies or omissions, and to change or update information if any information on the Platform is inaccurate at any time without prior notice.
11. The offers, discounts and other promotional offers displayed in other advertisements may vary for the customers based on factors relating to the customer such as usage of the Platform, volume of transactions, time spent on the Platform, city, place of residence, time, etc.
12. We always strive hard to provide the best experience for our customers on the Platform. To ensure that all customers use the Platform in good faith, we keep track of customer behavior which includes maintaining order history and other details relating to the manner of use of the Platform. In the event of any abuse of the Platform or the policies, which include excessive returns or refusal to accept shipments which are not otherwise wrong or defective, actions such as levying a service fee, discontinuing cash on delivery options, etc. may be undertaken to address such issues. Customers whose profiles indicate high volumes of valid transactions on the Platform may be offered benefits by Dormio Wear, from time to time, based on their discretion and policies.

7. User Warranties And Restrictions

1. You represent and warrant that: (a) your use of the Platform will not violate any applicable law or regulation; (b) all information that is submitted to Dormio Wear in connection with the Platform is true, accurate and lawful; (c) use of the content and material you supply does not breach any applicable Dormio Wear policies or guidelines and will not cause injury to any person or entity (including that the content or material is not defamatory). If at any time, the information provided by you is found to be false or inaccurate, Dormio Wear will have the right to reject registration, cancel all orders, and restrict you from using the Platform in the future without any prior intimation whatsoever. You agree to indemnify Dormio Wear and its affiliates for all claims brought by a third party against it or its affiliates arising out of or in connection with a breach of any of these warranties.
2. The Products available on the Platform, and the samples, if any, that Dormio Wear may provide you, are for your personal use only. The Products, or samples thereof, which you may receive from us, shall not be sold or resold for any/commercial reasons.
3. You will not do any of the following:
 1. Delete or modify any content on the Platform, such as any information regarding the Products, their performance, sales or pricing;
 2. Use any engine, software, tool, agent or other mechanism (such as spiders, robots, avatars, worms, time bombs etc.) to navigate or search the Platform;
 3. Make false or malicious statements against the Products, the Platform or Dormio Wear;
 4. Post, copy, submit, upload, distribute, or otherwise transmit or make available any software or other computer files that contain a virus or other harmful component, or otherwise disrupt or damage the Platform or any connected network, or otherwise interfere with any person or entity's use or enjoyment of the Platform;
 5. Introduce any trojans, viruses, any other malicious software, any bots or scrape the Platform for any information;

6. Probe, scan, or test the vulnerability of any system, security or authentication measures implemented by us or otherwise tamper or attempt to tamper with our technological design and architecture;
7. Hack into or introduce malicious software of any kind onto the Platform;
8. Gain unauthorized access to, or interfere with, or damage, or disrupt the server on which the details connected to the Products are stored, or any other server, computer, or database connected to the Products; or
9. Engage in any form of antisocial, disruptive, or destructive acts, including “flaming,” “spamming,” “flooding,” “trolling,” “phishing” and “griefing” as those terms are commonly understood and used on the internet.
4. You are prohibited from hosting, displaying, uploading, modifying, publishing, transmitting, updating, or sharing on or through the Platform, any information that:
 1. belongs to another person and to which You do not have any right;
 2. is harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, invasive of another’s privacy, hateful, relating to or encouraging money laundering or gambling, or otherwise harmful in any manner whatsoever;
 3. harms minors in any way;
 4. infringes any patent, trademark, copyright or other proprietary rights;
 5. violates any law for the time being in force;
 6. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 7. impersonates or defames another person;
 8. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or
 9. directly or indirectly, offers, attempts to offer, trades or attempts to trade in any item, 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.

8. Indemnification And Limitation Of Liability

1. You agree to indemnify, defend and hold harmless Dormio Wear, its affiliates, officers, directors, employees, consultants, licensors, agents, and representatives from and against any and all third- party claims, losses, liabilities, damages, and/or costs (including reasonable attorney fees and costs) arising from your access to or use of the Platform, violation of these Terms of Use, or infringement of any intellectual property or other rights of Dormio Wear or any third-party. Dormio Wear will notify you promptly of any such claim, loss, liability, or demand, and in addition to the foregoing, you agree to provide Dormio Wear with reasonable assistance, at their expense, in defending any such claim, loss, liability, damage, or cost.
2. To the fullest extent permitted by law, in no event shall Dormio Wear or any of its directors, officers, employees, agents or content or service providers (collectively, the “Dormio Wear Representatives”) be liable to you for any direct, indirect, special, incidental, consequential, exemplary, special, remote or punitive damage, including, but not limited to damages for loss of profits, goodwill, use, data or other intangible losses arising from, or directly or indirectly related to, the use of, or the inability to use, the Platform or the content, materials and functions related thereto, provision of information via the Platform, lost business, even if such Dormio Wear Representatives have been advised of the possibility of such damages.
3. In no event shall Dormio Wear Representatives be liable for:
 1. the use or inability to use or access the Platform;
 2. any content posted, transmitted, the Platform, or received by or on behalf of any user or other person on or through Dormio Wear;

3. any unauthorized access to or alteration of your transmissions of sensitive personal information or other user data; or
4. any other matter relating to the Platform.
4. Dormio Wear is neither liable nor responsible for any actions or inactions of the other users of the Platform or any breach of conditions, representations or warranties by them. Dormio Wear is not obligated to mediate or resolve any dispute or disagreement amongst two or more users of the Platform.
5. None of the directors, officials or employees of Dormio Wear shall be personally liable for any action in connection with Dormio Wear or the Platform.

9. Access Outside The Republic Of India

1. Dormio Wear makes no representation that the content on the Platform is appropriate to be used or accessed outside the Republic of India. Any users who use or access the Platform from outside the Republic of India, do so at their own risk and are responsible for compliance with the laws of such jurisdiction. These Terms do not constitute, nor may these Terms be used for or in connection with any promotional activities or solicitation by anyone in any jurisdiction in which such promotional activities or solicitation are not authorized or to any person to whom it is unlawful to promote or solicit.

10. Term And Termination

1. These Terms of Use shall be effective from the date of their publication on the Platform.
2. Dormio Wear reserves the right to terminate your access to the Platform in the event of breach of any terms contained in these Terms, misrepresentation of information, any unlawful activity by you or if Dormio Wear is unable to verify or authenticate any information submitted by you.
3. You may terminate these Terms of Use at any time, provided that you discontinue any further use of the Platform. However, any such termination shall not cancel your obligation to pay for a Product purchased on the Platform, or any other obligation which has accrued, or is unfulfilled and relates to the period, prior to termination.

11. Force Majeure

1. Dormio Wear will not be held responsible for any delay or failure to comply with its obligations if the delay or failure arises from any cause which is beyond Dormio Wear's reasonable control.

12. Waiver

1. No provision in these Terms will be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by Dormio Wear. Any consent by Dormio Wear to, or waiver of your breach, whether expressed or implied, will not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

13. Severability

1. If any provision of these Terms is held by a court of competent jurisdiction to be unenforceable under applicable law, then such provision will be excluded from these Terms and the remainder of these Terms will be interpreted as if such provision were so excluded and will be enforceable in accordance with its terms; provided however that, in such event, these Terms will be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.

14. Amendment

1. These Terms and Conditions supersede all previous oral and written terms and conditions (if any) communicated to you by Dormio Wear, for the use of the Platform, and the rights and liabilities with respect to any services to be provided by Dormio Wear shall be limited to the scope of these Terms.

2. These Terms are subject to amendments and modifications and may be updated from time to time, without any advance notice. You are requested to regularly review the Terms and Conditions as available on the Platform. Your relationship with Dormio Wear will be governed by the most current version of these Terms, as published on the Platform.

15. Third Party Terms And Conditions

In addition to these Terms, you will also ensure that you are in compliance with the terms and conditions of the third parties, such as bank offers terms and conditions, brand promotional offers, whose links, if any, are contained/embedded in the Platform. You agree that Dormio Wear will not be liable for any transaction between itself and any such third parties.

Any queries or concerns relating to the fees and payments may be directed at:

Contact Details:

Dormio Wear India Enterprise, F-1939, Serene, Brigade Cornerstone Utopia, Varthur, Bangalore 560087, Karnataka, India or by calling us at +91-9811377166/+91-9540391777