

Terms of Use

“The Luggage Library”, including all spellings and variations, is a brand/trademark of The Luggage Library (a sole proprietorship), registered under the name Happy Hand Ventures registered in Pune .

The following Terms of Use (“Terms”) between you (“you” or “your” or “User”) and The Luggage Library (a sole proprietorship) (“we”, “us”, “our”, “The Luggage Library”) describes the terms and conditions under which you may access and use The Luggage Library website located at www.theluggagelibrary.in and associated mobile applications (“Site”, or “Website” or “Platform”), any interactions on The Luggage Library’s Instagram, Facebook pages or any other digital media and all related services including but not limited to buying and renting of travel merchandise (together with the Site, and The Luggage Library’s Content, as defined below, known as the “Services”).

By accessing or using any of the Services, you acknowledge that you have read, understood and agreed to be bound by the Terms set out hereunder.

Please read these terms carefully. If you do not agree with any of these terms and conditions, do not use the Platform. As such, your access and/or use of the services implies your acceptance of the said Terms, as amended from time to time, and constitutes an agreement between you and The Luggage Library.

This document is published in accordance with the provisions of Rule 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011.

The Luggage Library reserves the right, with or without notice, to change these Terms in its sole and absolute discretion. The most current version of these Terms supersedes all previous versions and can be viewed by clicking on the “Terms of Use” link on www.theluggagelibrary.in website. It is strongly advised that you periodically review these Terms as available on the Site.

1. Nature of Services

i. The Website/Whatsapp Business Account is an online platform for buying, selling, and renting (together referred to as “Transactions” and individually referred to as a “Sale Transaction” or a “Rent Transaction” as the case may be) of travel related merchandise listed on the Website, which are offered on rent basis (hereinafter referred to as “Products”). The Luggage Library may also provide a feature which may permit you to place an Order (As defined below) to first try for a predetermined period of time and then subsequently purchase the product (“Try & Buy Transactions”).

ii. Upon completion of the registration process on our Website/Whatsapp Business Account, you will be provided with a username and password, through which you can access and log into your account with The Luggage Library (“User Account”). On the Website, you may browse/search Products you would like to buy or rent and add them to your shopping

cart and you may send an inquiry to us through the Website. You can place an order to rent a Product on the Website specifying the quantity of the product to be bought or on rent, period for rent in case the order is for a Rent Transaction (“Order”).

iii. Rent Transactions: In respect of the Products you Rent on the Website/Whatsapp Business Account, a rental fee (“Rental Fee”) shall be payable which shall be the total of the fee payable towards rental of a Product, applicable taxes, insurance charges (if applicable) and the Logistics Charges. It is clarified herein that in case of Rent Transaction, the Logistic Charges shall include delivery and pick up of the Product from the address. A refundable security deposit (“Security Deposit”) shall also be charged to you for each Product you rent.

iv. We will confirm Product availability and our readiness to process your Order based on the availability within 48 hours by email (Refer Order Acceptance as mentioned in Section 4 below) and also send you details of how you may make the payment for the Rental Fee to confirm your Order. Once payment has been received within a maximum period of 24 hours from our confirmation of the availability of the Order, we will make arrangements to deliver the selected Product at the shipping address provided at the time of registration as per service availability of The Luggage Library in the given pincode and subject to these Terms. In the Rent Transaction, once the Rental Period (As defined below) is over, we will pick up the Product(s) from the your shipping address and refund the Security Deposit amount once the Product(s) are returned as per our Refund Policy mentioned below (Refer to Section 8).

v. The Buy/Rent/Try & Buy Transactions for Products shall be additionally governed by specific policies imposed by virtue of the nature of each of the transactions, like cancellation policy, return policy, etc., and all of which are incorporated here by reference and the same may be displayed on the webpage of that Product. In addition, these Terms and policies may be further supplemented by Product specific conditions or any third party Vendor conditions as may be applicable, which may be displayed on the webpage of that Product.

2. Special Offers

i. We may at our sole discretion introduce various referral programs or incentive schemes or special offers (“Special Offers”). These Special Offers, if initiated, can be used only for personal and non-commercial purposes by You.

ii. We reserve the right to modify/cancel the terms of its Special Offers at its sole discretion. These Terms shall be deemed to be applicable to all Special Offers introduced by Us from time to time.

iii. In the event that The Luggage Library detects or suspects any fraudulent, suspicious or unlawful activity by any User, The Luggage Library reserves the right to immediately withdraw any credits or benefits granted to such User and/or suspend or terminate such incentive programs at any time.

3. General Conditions

i. The Luggage Library reserves the right to not provide any of its Services. Services may be denied for any reason including but not limited to credit risk, breakage risk, etc. The Luggage Library may deny its Services without providing any explanation for the same.

ii. You acknowledge and agree that we may place limits on the Rent Transaction of Products, including but not limited to restricting Orders placed under a single customer account, payment card or billing or shipping address. We reserve the right to limit, cancel or prohibit any Sale Transaction or Rent Transaction of Products for any reason, including but not limited to availability concerns.

4. Order Acceptance

i. In respect of Rent Transactions, any estimate of availability provided by Us/Vendor on the Product listing page is contingent on rented Products being returned to Us/Vendor within prescribed term periods by each User of the Service. In case of any unforeseen delays, we shall make best efforts to complete Your order delivery as per original listing. However, we cannot guarantee the same. In such cases as these, we will keep You informed of any Products that are out-of-stock and unavailable for immediate shipment/dispatch at the time of Order Confirmation. If the Product is out-of-stock or unavailable, you may completely or partially cancel the order at any time prior to shipping.

ii. Products that are unavailable at the time of shipping/dispatch will be shipped/ dispatched as and when they become available prior to the start of the Rental Period all of which will be informed to you by way of email communication.

5. Billing

i. By submitting your Order Inquiry, you are expressly agreeing that we are permitted to bill you, subject to delivery of your ordered Products, the rental fee along with a refundable deposit, as the case may be, any applicable taxes and any other charges you may incur in connection the delivery of your Order. For Rent Transactions, additional charges may be levied including charges towards Products you fail to return or damage or a change in rental structure. As used in these Terms of Use, "Billing" shall indicate either a charge or debit, as applicable, against your Payment Method. Apart from the deposit paid on Rent Transactions, all fees and charges are non-refundable and there are no refunds or credits for partially used Rental Periods. We may change the fees and charges in effect, or add new fees and charges from time to time, but we will give you notice of these changes by email.

ii. You represent and warrant that if you are transacting on the Website/Whatsapp Business Account:

a. any credit, debit, net banking, cheque or any other mode of transfer information you supply is true and complete.

b. charges incurred by you will be honoured by your credit card/debit card/banking company, and

c. you will pay the charges incurred by you at the posted prices, including any applicable taxes.

iii. While availing the payment method/s available on the Website/Whatsapp Business Account, 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 exceeding the preset limit mutually agreed by You and between "Bank/s", or Any payment issues arising out of the transaction, or decline of transaction for any other reasons.

iv. All payments made against the Products/Services on Website/Whatsapp Business Account 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 transactions made on Website/Whatsapp Business Account.

v. Transactions, Rental Fee and all commercial terms such as Delivery, Dispatch of Products and/or Services are as per principal to principal bipartite contractual obligations between You and Us and the payment facility such as the payment gateways deployed on the Website is merely used to facilitate the completion of the Transaction. Use of the payment facility or incomplete transactions on the payment gateways shall not render the The Luggage Library liable or responsible for the non-delivery, non-receipt, non-payment, damage, breach of representations and warranties, or warranty services or fraud as regards the products and /or services listed on the Website.

6. Shipping

i. Your Order would be delivered to You through our inhouse team or a reputed courier company at your provided address.

ii. During Delivery, the User or his/her spouse/ parents or any relations can accept delivery.

iii. The User is requested to check and verify the quality and details of each Product being delivered. For delivery of Products pertaining to Rent Transaction, at or before the time of delivery, the User will be required to provide photocopies of Identity proof and address proof from approved list of issuers and signing the Declaration. The Product shall be released only upon the User providing these documents and on signing of the Product Acceptance Form.

iv. In respect of the Rent Transactions, both the outbound (from Our to User's premises) and inbound (from user back to Us) Delivery Charges for the order will be paid in advance and in full by You. Use of shipping or delivery methods other than those arranged for or specified by Us constitutes a violation of these Terms. Said violation may result in the application of penalties and we shall not be liable for breach, loss or damage to the

Products. We shall not be under an obligation to replace or refund in case of damage to such Products.

v. Best efforts will be made to complete delivery of Products to You as per the delivery schedule specified in your Order. However, we cannot predict and guarantee against unforeseen delays. You are accordingly advised to consider the shipping or transit time indicated on the Website or Order Confirmation as only an estimated time.

7. Cancellation

i. You can cancel Rent Transaction of Products by calling us or emailing our customer service as specified on the Website before the Product is dispatched by Us as the case may be. In the case where the order dispatch has already been initiated for that particular Rent Transaction, we reserve complete rights to decide whether to cancel the transaction or charge you for it.

8. Refunds in case of Order Cancellation

i. The applicable rules governing refunds vary from product to product and the type of transaction and are specified on the webpage for the individual product.

ii. For Products that you Rent directly from The Luggage Library from the Website, refunds will only be extended on the Rental Fee if:

a) You cancel the Transaction before the Order Dispatch has been initiated, as per our cancellation policy.

b) If a Product delivered to You is not in working condition and We are not able to provide a replacement/ repair of the Product before the commencement of the Rental Period. For such cases to be considered, You must contact our customer service within 4 hours of receipt of the Product and log a complaint. We will send a representative to your premises to check the Product. In this regard, our assessment of the usability of the Product shall be final and binding.

c) If we are unable to deliver the Products ordered before the start of the Rental Period. However, in the case that we or our shipping partner has made a delivery attempt and not been able to deliver the Products because of any reason attributable to you, then a refund for such a Transaction will not be permissible.

iii. We reserve the right to decide the mode of refund.

9. Default

i. If You fail to observe, keep or perform any other provision of these Terms required to be observed, kept or performed by You, the The Luggage Library shall have the right to exercise any one or more of the following remedies:

- a) To declare the entire amount of rent hereunder immediately due and payable without notice or demand to You
- b) To immediately take possession of the Product without notice or demand to You
- c) To sue for and recover all rents, and other payments, including lost rental income, then accrued or thereafter accruing
- d) To pursue any other remedy at law or in equity

ii. Notwithstanding any repossession or any other action which the The Luggage Library may take, You shall be and remain liable for full performance of all obligations to be performed by You under these Terms. All of the The Luggage Library's remedies are cumulative, and may be exercised concurrently or separately.

10. Additional Documents

If the The Luggage Library shall so request, You shall execute and deliver to the The Luggage Library such documents as the The Luggage Library shall deem necessary or desirable for purposes of recording or filing to protect the interest of the The Luggage Library in the Product(s).

11. Rent or Try & Buy

i. Ownership

In respect of Rent Transactions, the Product provided for Rent, is, and shall at all times be and remain, the sole and exclusive property of The Luggage Library and the User shall have no right, title or interest therein or thereto except as expressly set forth in this document. The user represents and warrants that (i) he/ she will pay all requisite compensation agreed hereunder; (ii) he/ she acknowledges and agrees to these terms and conditions; (iii) use of rental product will be for the lawful purposes; (iv) Owner not be liable if the product is used for illegal purposes

ii. Term

In respect of Rent Transactions, the term of the Rent shall commence at the latter of the date the Shipper shows the first attempted delivery or the first day of the Rental Period shown on order receipt. The term of the Rent shall expire on the expiration of the term of days shown on the order receipt.

You must be available and the rented product ready for pick up by the end of business on the last day of the term of the Rent.

You may request postponement of your Rental Period start date upto at least 48 hours before the scheduled start date. During the Rental Period, no reduction in term will be permitted.

For an extension of the Rental Period, you will be required to make a request to our customer service helpline prior to the expiry of the current Rental Period and make the payment for the additional rental at least 24 hours before the current Rental Period expires.

Extension will be provided only subject to availability of the Product for the extended period at the sole discretion of the The Luggage Library or the Vendor.

iii. Repairs

The Luggage Library shall endeavour to keep the Products in good condition and working order and shall furnish any and all parts, mechanisms and devices required to keep the Product in good mechanical working order. The User shall not in any way repair or materially alter the physical or otherwise makeup of any of the Products.

iv. Lost, Damaged, or Unreturned Products

You agree to treat the rented Product with great care at all times and be responsible for it while it is in your custody during the Rental Period. If there is a damage to the Product during the Rental Period, You will be expected to call Us at the first opportunity to report the damage. We request You to be honest and forthright about the damage. We shall assess the cost and compensation to remedy the damage (“Damages”).

Our assessment of Damages shall be based on the following guidelines:

- a) For normal wear and tear of the Product as is reasonable to assume for the period of use by You, we shall not charge any Damages
- b) For any damage that is cosmetic and does not result in loss of function of the Product, we shall recover upto 10% of the extant market value of the Product or the Security Deposit, whichever is lower.
- c) For any damage that leads to a loss of function of the Product that is repairable, we shall recover the actual cost of repair. The Luggage Library expressly reserves the right to choose the repair method and venue, within reasonable market value terms. The Luggage Library and User agree to be bound, legally and otherwise, by the report of The Luggage Library’s chosen repair venue as to the cause and repair cost of the damage to the Product. The Luggage Library shall be entitled to recover any additional costs it incurs in terms of transportation, consultation fee etc with reasonable market value terms.
- d) In the event of Product becoming damaged beyond repair, User shall pay between 70% to 100% of the replacement value of the same or similar product. The Luggage Library shall solely determine, the replacement value of the Product based on extant market price of the Product as also the percentage of recovery it may seek from the User, from within the specified range, depending on the age and condition of the Product at the start of the Term of the rental.

v. You hereby agree and understand that even when the Product is damaged, malfunctions or stops working for any reason, either attributable to you or otherwise, as long as the Product is in your custody during the Term of the rental, you shall assume and shall bear the entire risk of loss and damage to the Product from any and every cause.

vi. You shall forthright make payment for the Damages assessed by The Luggage Library as per its guidelines. You agree to allow The Luggage Library to initiate a charge to your credit card for the full amount of Damages. No loss or damage to the Product or any part there of shall impair any obligation of User which shall continue in full force and effect through the period of the Rent. The Luggage Library shall have the right to waive off their rights at its sole discretion to recover Damages in some exceptional circumstances, which shall be decided by them on a case to case basis.

vii. Product is deemed to be "lost" or "unreturned" when User has failed to return the rented Product to The Luggage Library within three (3) days of expiration of Rental Period or is not present for the pick of the Product at the end of the Rent Period as mentioned under these Terms.

viii. In the event of default, or a lost or unreturned item, The Luggage Library reserves the right to pursue civil and criminal remedies against User, including, but not limited to,; charging from User the cost of the full retail price of a comparable substitute of Product and late fees assessed prior to deeming the User in default, a penalty of 25% of the retail price of the Product filing of charges; or repossession agency to collect the product or goods sufficient to repay the value of the product; and/or pursue any and all legal remedies against the User. These remedies are not exclusive. In the event of litigation to recover any such damages, User is held responsible for all legal fees and costs incurred by The Luggage Library. In the case where The Luggage Library has rented a product from a third party to the User, the User shall be liable to make good the loss of the third party directly and The Luggage Library shall in no way be liable for all or any of the loss determined.

ix. User is deemed to be in "default" if for any reason payment to The Luggage Library is not delivered, is disputed, or is otherwise interrupted.

x. Return

a) In respect of Rent Transactions, upon the expiration of the Rental Period, the User shall return the product to The Luggage Library in good condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted. User will be responsible for keeping any packaging material provided by Us for the return shipment in good condition during the Rent Period, so that it may be used for the return shipment. Any additional cost determined towards packaging of the Product in the return shipment shall be payable by the User and deducted from the security deposit by The Luggage Library.

b) The Luggage Library's acceptance of the Product upon return by User shall not represent The Luggage Library's determination as to condition of product upon return. The Luggage

Library reserves the right to accept Product upon return by User and make determinations regarding the condition of the Product within a reasonable amount of time. The Luggage Library's determination as to the condition of the Product upon return by User is binding under this Section and Section "Lost, Damaged, or Unreturned Equipment."

xi. Late Fee

Late Fees will be charged for any delays in return of Product at the end of the Rental Period. Late returns are subject to a fee of twice the daily rental rate at the time of rental, for each day of delay in return. If The Luggage Library attempts to pick up the Product as per schedule and you are not present or unable to return the Product, we will charge you Rental Fee for the additional days the Product is in your possession till the day of the actual pick up (we will pick up on all days except public holidays).

xii. Refund of Security Deposit

At the time of return of the Product by You, You will be required to present the Product for inspection to an executive of the The Luggage Library who will conduct an assessment/inspection of the product and take photographs to record the state of the Product at the time of return, if so required. Upon completion of the above, we shall process your refund of Security Deposit within 2 business days (business days refers to days, excluding Saturday and Sunday, on which banks are usually open for business in Pune), subject to successful product inspection. You hereby authorize The Luggage Library to return to you the balance value of the Security Deposit after deducting the amount determined under the "Lost, Damaged or Unreturned Equipment section". The Luggage Library shall be liable to refund the Security deposit only upon completion of the inspection/assessment of the Product post the return as contemplated herein.

If a product from a third party is rented out to the User by The Luggage Library, refunds may be subject to the inspection time and policy and the Damage Policy of the third party. Any dispute on the refund amount or damages levied for damage or loss of a third party's product will be directly resolved between the third party and the User. T-lab's liability will be restricted to the deposit collected from the User in all cases, unless a separate agreement has been reached between The Luggage Library and the third party which specifically agrees to a different structure.

Buy

i. Return: If you are not 100% satisfied with your purchase, The Luggage Library will accept the return of the Product within 7 days of the sale date and will issue a full refund minus a handling fee of INR 200 per order or as per any specific return policy mentioned on the product page of the website. The Product is required to be returned unused and in the same condition as you received it, with its original box and packaging being unopened. We reserve the right to reject any return if the Product is determined to be opened or the Product looks used. Our acceptance of the Product upon return shall not represent our

determination as to condition of Product upon return. We reserve the right to accept Product upon return by you and make determinations regarding the condition of the Product within a reasonable amount of time. Our determination as to the condition of the product upon return by User is binding under this Section. The Luggage Library shall be liable to refund the amount hereunder only upon completion of the inspection/assessment of the Product post the return as contemplated herein.

iii. Replacement: We will replace free of any cost to you, including any shipping charges, any product delivered in a defective state. We urge you to not to accept an incorrect Product.

iv. Refund: Refund you are entitled to will be undertaken by the The Luggage Library within 14 business days (business days refers to days, excluding Saturday & Sunday, when banks are usually open for business in Pune) of receipt and inspection of the goods. In some cases where a third party vendor is directly shipping the product, the Vendor's return and refund policy shall apply as specified in the product webpage.

12. Eligibility

i. By using the services on our Website, Users agree to conform to the Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including persons under the age of 18 are not eligible to use the Website/Whatsapp Business Account.

ii. Notwithstanding anything contained herein, the The Luggage Library hereby reserves the right to deny access to the Services or any part thereof to any person, without assigning any reason therefor.

13. License

i. The The Luggage Library grants you a personal, limited, non-exclusive, non-transferrable license to use Services for your personal, non-commercial use solely as set forth in these Terms of Use. Your use of Services shall always be subject to your compliance with these Terms of Use. Any commercial use by you of Services or material contained therein is strictly prohibited. You are expressly prohibited from transferring, sublicensing or otherwise distributing Services or rights to use Services.

ii. Please note that you have been granted a mere license to use Services in accordance with the terms hereof and that Services has not been sold to you.

14. Your use of the Services

i. You shall use the Services strictly in accordance with these Terms of Use. Without limiting the generality of the foregoing, you agree that you shall not use the Services for any illegal or unauthorized purpose or to solicit the performance of any other activity which infringes the rights of the The Luggage Library.

ii. In the course of the use of the Website, you hereby expressly agree and undertake that you shall not host, display, upload, modify, publish, transmit, update or share any information that:

- belongs to another person and to which you do not have any right to;
- 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;
- harms minors in any way;
- infringes any patent, trademark, copyright or other proprietary rights;
- violates any law for the time being in force;
- deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- impersonate another person;
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offense or prevents investigation of any offence or is insulting any other nation.

iii. You acknowledge that above has been included in specific compliance of Rule (2) of the Information Technology (Intermediaries guidelines) Rules, 2011.

iv. You will not use the Website to collect any personally identifiable information of any of the other users of the Website or any third parties (including account information, email addresses, etc.), whether for commercial purposes or otherwise.

v. You shall not any time indulge in any spamming.

vi. 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.

vii. 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 of 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.

viii. 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 The Luggage Library, The Luggage Library, theluggagelibrary.in or otherwise engage in any conduct or action that might tarnish the image or reputation, of The Luggage Library or theluggagelibrary.in or otherwise tarnish or dilute any The Luggage Library'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.

ix. 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.

x. The Website may permit users to post opinions, comments, messages, survey responses and other communications, including sharing information on social networks as well as upload files, including images, videos, sound recordings and other content (collectively, "User Content"). You understand and agree that User Content is public. Any person (whether or not a user of the Website) may read your User Content without your knowledge. Please do not include any personal information in your User Content unless you wish for it to be publicly disclosed. The The Luggage Library is not responsible for the use or disclosure of any Personal Information that you disclose in connection with User Content. You grant the The Luggage Library a royalty-free, perpetual, irrevocable, sublicensable, fully paid-up, non-exclusive, transferable, worldwide right to use, display, distribute any User Content that you may post. You agree and undertake that any User Content that you may post will be in compliance with the clause above.

xi. The Luggage Library shall have the sole and absolute right, but not the obligation, to review, edit, post, refuse to post, remove, monitor the User Content and disclose the User Content and the circumstances surrounding its transmission to any third-party, at any time, for any reason, including to determine compliance with these Terms of Use, as well as to satisfy any applicable law, regulation or authorized government request.

xii. Your conduct is subject to Internet regulations, policies and procedures and appropriate usage charges as charged by your service provider from time to time to you. The The Luggage Library does not undertake or give any guarantee of connectivity or drop in links while you use the Website. You agree not to use or reference the Website for chain

letters, junk text, notifications, alerts, or junk mail, spamming or any use of distribution lists to any person who has not given specific permission to be included in such a process.

xiii. We reserve the right to cancel your User account on the Website without prior notice and without assigning any reasons.

15. Intellectual Property

i. You agree that the Website, including but not limited to the scripts and software used to implement the Website, is owned by the The Luggage Library. You expressly agree and undertake that you will not use such proprietary information or material in any way whatsoever except for use of the Website in compliance with the terms of these Terms of Use.

ii. The Website contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound and the entire contents of the Website are protected by copyright, trademark and other intellectual property laws of India. The The Luggage Library owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. You may not modify, distribute, publish, transmit, publicly display, publicly perform, participate in the transfer or sale, create derivative works or in any way exploit any of the content on the Website, in whole or in part. No downloading, copying, redistribution, retransmission, publication or commercial exploitation of the content without the express permission of the The Luggage Library or the copyright owner is permitted. If downloading, copying, redistribution, retransmission or publication of copyrighted material is permitted, you will make independent attribution and/or make no changes in or deletion of any author attribution, trademark legend or copyright notice. You acknowledge that you do not acquire any ownership rights by downloading copyrighted material. Any violation of these restrictions may result in a copyright, trademark or other intellectual property right infringement that may subject you to civil and/or criminal penalties.

iii. You shall not use the name, trademarks or logos of The Luggage Library and The Luggage Library without the prior written consent of the The Luggage Library.

iv. Nothing contained herein should be deemed to be an assignment or transfer of any intellectual property right in your favour.

16. Termination

i. You may deactivate your account and discontinue your use of the Services at any time. In order to deactivate your account, please write to us.

ii. The The Luggage Library may append or terminate your use of the Site or any Service if it believes, in its sole and absolute deliberation that you have breached, violated, abused, or unconditionally manipulated or exploited any term of these Terms or anyway otherwise

acted criminally or for any other reason as determined by the The Luggage Library at its sole discretion.

iii. If you or the The Luggage Library terminates your use of the Website or any Service, the The Luggage Library may delete or continue to use any content or other materials relating to your use of the Service, even after such deactivation and the The Luggage Library will have no liability to you or any third party for doing so.

iv. Even after deactivation of your account, you shall be liable to pay any and all pending dues in relation to the Service or Products ordered prior to termination/deactivation, including but not limited to rental fees, repair/replacement charges, selling price of Products purchased.

17. Indemnity

You agree to indemnify and hold harmless The Luggage Library and its proprietor, directors, officers, employees, agents or other representatives and each of the foregoing entities respective resellers, distributors, service providers and suppliers and all of the foregoing entities respective officers, directors, owners, employees, agents, representatives harmless from and against all claims, liability and expenses, including all legal fees and costs arising from or relating to (a) your breach of these Terms of Service; and (b) your use of this website and associated services including transmission or placement of information or material by you on this website. This provision shall survive the termination of your right to use this website and/or your status as a The Luggage Library User.

18. Disclaimer of Warranties

i. You agree and acknowledge that in the Website all Product(s) are offered only at our sole discretion for a restricted time and only for the available supply/till stock lasts.

ii. You agree, acknowledge and confirm that before placing any order, you shall check the Product description and price carefully and shall only place the order after you are fully satisfied with the price, description, look, design and artistic work of the Product as has been displayed.

iii. Your use of the Website is at your own free will and you are using the same and/or placing orders with us after taking an informed decision based on your independent opinion

iv. Reasonable efforts are taken to ensure the accuracy and integrity of information and related materials provided by The Luggage Library on this Website, but the The Luggage Library is not responsible for misprints, out-of-date information, technical or pricing inaccuracies, typographical or other errors appearing on this Website. Information and related materials are subject to change without notice. The The Luggage Library service and Website and its contents are provided "as is" and we make no representations or warranties of any kind with respect to the Website, its contents or our service. We assume no liability or responsibility for any errors or omissions in the content of the Website, any failures,

delays, or interruptions in the shipment of products, delivery of any content contained on the Website, any losses or damages arising from the use of the content provided on the Website, or any conduct by users of the The Luggage Library service or Website. We disclaim all representations and warranties, including, for example, warranties of merchantability, fitness for a particular purpose, and non-infringement. In addition, we do not represent or warrant that the information accessible via our site is accurate, complete or current.

v. We cannot guarantee that your monitor's display of any product color, texture or detail will be accurate. While We makes every effort to ensure that the products are described and priced accurately, in the event that an product is deemed to be priced incorrectly, We reserve Our right to refuse the sale of that product.

vi. In no event shall The Luggage Library, its proprietors, shareholders, directors, officers, or employees Vendors be liable (jointly or severally) to you for any special, incidental, indirect or consequential damages of any kind, or any damages whatsoever resulting from loss of use, data or profits, whether or not advised of the possibility of damage, and on any theory of liability, arising out of or in connection with the use of the Website, its contents or our service. While The Luggage Library will make a reasonable effort to return any non The Luggage Library property it receives, The Luggage Library will not be liable for any losses of or damage to such property. If any applicable authority holds any portion of this section to be unenforceable, then liability will be limited to the fullest possible extent permitted by applicable law.

19. Privacy Policy

The Privacy Policy of the The Luggage Library is available on the Website. The Privacy Policy is incorporated by way of reference to these Terms of Use (and is deemed to a part of these Terms of Use). Reference to the/these "Terms of Use" shall also include the Privacy Policy. You hereby expressly agree and undertake to be bound by the Privacy Policy. If you do not agree to be bound by the Privacy Policy, please do not use the Website.

20. Electronic Communication

The The Luggage Library may correspond with you electronically by sending e-mails to you or otherwise posting messages via other forms such as a mobile application. You understand and acknowledge that electronic transmission of information on the internet or otherwise has inherent risks and that such communications may be lost, delayed, intercepted, corrupted or be otherwise altered, rendered incomplete or fail to be delivered. You further understand and acknowledge that electronic transmission of information cannot be guaranteed to be secure or error-free and its confidentiality may be vulnerable to access by unauthorised third parties. The The Luggage Library shall have no responsibility or liability to you on any basis in respect of any error, omission, claim or loss arising from or in connection with the electronic communication of information to you (or your reliance on such information).

21. Force Majeure

The The Luggage Library shall be excused from performance under these Terms of Use, to the extent it is prevented or delayed from performing, in whole or in part, as a result of an event or series of events caused by or resulting from: (a) acts of God; (b) acts of war, acts of terrorism, insurrection, riots, civil disorders or rebellion; (c) quarantines or embargoes; (d) labor strikes; (e) error or disruption to computer hardware or networks or software failures; or (g) any other causes (whether similar or dissimilar) beyond the reasonable control of the The Luggage Library.

22. Entire Agreement

The Terms of Use, including the incorporated Privacy Policy and other terms incorporated by reference, constitutes the entire agreement and understanding between you and the The Luggage Library with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between you and the The Luggage Library with respect to such subject matter.

23. Amendment

The The Luggage Library reserves it right at all times to modify any part of these Terms of Use at its sole discretion. You agree to revisit the Terms of Use regularly to ensure that you stay informed of any changes. Your use of the Website after the The Luggage Library updates the Terms of Use will constitute acceptance of the modified Terms of Use.

24. Headings

The descriptive headings of Clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of these Terms of Use.

25. Waiver

The failure of the The Luggage Library at any time to require observance or performance by you of any of the provisions of these Terms of Use shall in no way affect the The Luggage Library's right to require such observance of performance at any time thereafter, nor shall the waiver by the The Luggage Library of a breach of any provision hereof by you be taken or held to be a waiver of any succeeding breach of such provision. A waiver of any of the provisions herein by the The Luggage Library shall not be deemed to be a continuing waiver, but shall apply solely to the instances to which the waiver is directed.

26. Severability

Each and every obligation under these Terms of Use shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part. To the extent that any provision or provisions of these Terms of Use are unenforceable, the The Luggage Library may amend

such clauses as may be necessary to make the provision or provisions valid and effective. Notwithstanding the foregoing any provision which cannot be amended as may be necessary to make it valid and effective, may be deleted by the The Luggage Library from these Terms of Use and any such deletion shall not affect the enforceability of the remainder of this these Terms.

27. Governing Law

These Terms of Use (including the incorporated Privacy Policy) shall be governed by the laws of India.

28. Dispute Resolution

- i. In the event of any dispute or difference between you and the The Luggage Library arising out or in any way relating these Terms of Use (and/or the Privacy Policy), the same shall be referred to arbitration to be conducted by a sole arbitrator appointed by the The Luggage Library. The arbitration proceedings shall be conducted in Pune, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- ii. Subject to the arbitration provisions above, the courts in Pune shall have exclusive jurisdiction in relation to these Terms of Use (and/or the Privacy Policy).