

## DESIGNERS TOWN TERMS OF USE

THIS DOCUMENT SETS OUT THE TERMS AND CONDITIONS ON WHICH THE GOOD URTH COMPANY LIMITED (HEREINAFTER REFERRED TO AS THE, “COMPANY”), PROVIDES YOU, THE USER, WITH ACCESS TO BROWSE AND USE THE WEBSITE AVAILABLE AT THE UNIQUE RESEARCH LOCATORS [WWW.DESIGNERTOWN.COM](http://WWW.DESIGNERTOWN.COM), [WWW.DESIGNERTOWN.CO.UK](http://WWW.DESIGNERTOWN.CO.UK), [WWW.DESIGNERTOWN.EU](http://WWW.DESIGNERTOWN.EU), [WWW.DESIGNERTOWN.CO.IN](http://WWW.DESIGNERTOWN.CO.IN) AND [WWW.DESIGNERTOWN.IN](http://WWW.DESIGNERTOWN.IN), OR ANY OF THEM. THIS DOCUMENT CONSTITUTES A VALID, BINDING AND ENFORCEABLE AGREEMENT BETWEEN THE COMPANY AND YOU. YOU ARE REQUESTED TO READ THESE TERMS CAREFULLY BEFORE USING THE WEBSITE. YOU ACKNOWLEDGE THAT BY CLICKING ON THE BUTTON MARKED 'I ACCEPT' OR BY USING THE WEBSITE IN ANY MANNER, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, YOU WILL NOT BE ABLE TO USE THE WEBSITE AND/OR PLACE YOUR ORDER OR MAKE PURCHASES OF PRODUCTS MADE AVAILABLE ON THE WEBSITE FOR PURCHASE USING THE WEBSITE. YOU ARE ADVISED TO PRINT AND RETAIN A COPY OF THESE TERMS FOR YOUR FUTURE REFERENCE.

### 1. DEFINITIONS AND INTERPRETATION

- 1.1 “**Agreement**” means and refers to these terms and conditions of use of the Website;
- 1.2 “**Buyer**” means and refers to You;
- 1.3 “**Company**” means and refers to The Good Urth Company Limited, a company registered in accordance with the laws of England and Wales under Registration No. 07826852 and having its registered office at 125 Chertsey Road, Twickenham TW1 1ER, United Kingdom and includes its successors and assigns;
- 1.4 “**Cooling Off Period**” means the period that commences on the day of delivery of the Product to You and lasts till expiry of 7 days therefrom in case of Non-Faulty Products, and 14 days in case of Faulty Products, or such other longer period as may be agreed to between You and Seller, during which You shall be entitled to raise a Return Request;
- 1.5 “**Costs**” means and refers to shipping, insurance and other costs that the Seller may charge You in respect of a Product, but shall not include any applicable taxes and duties;
- 1.6 “**Faulty Product**” means and refers to a Product purchased by You Using the Website and which either has an inherent defect or fault or is damaged or has been damaged in transit or suffers from inadequate packaging or is of a different description, quality, kind or quantity than what was ordered by You;

- 1.7 **'Force Majeure'** means any non-performance, defective performance or delay in the performance of any of the Services caused directly or indirectly by acts of God, war, hostilities, riot, fire, explosion, accident, flood, sabotage, terrorism, lack of adequate power or labour, strike, lock-out or injunction compliance with governmental laws, regulations or orders, sickness or indisposition of key employees or sub-contractors of the Company, or any other cause whether or not of the class or kind enumerated, which affects performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond reasonable control of the Company;
- 1.8 **'Intellectual Property Rights'** means all intellectual property rights, including patents, utility models, trade and service marks, trade names, domain names, right in designs, copyrights and related rights, moral rights, rights in databases, software rights (including without limitation rights to its object code and source code), trade secrets and know-how, in all cases whether or not registered or which potentially can be registered and including registrations and applications for registration of any of these and rights to apply for the same, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world; and the term 'Intellectual Property' shall be construed accordingly;
- 1.9 **'Listings'** means description and particulars of a Product, including its Price and Costs, offered on the Website for sale by a Seller;
- 1.10 **'Login Details'** means the username and password provided to You by the Company to access and Use the Website and the Services provided therein;
- 1.11 **'Non-Faulty Product'** means and refers to a Product purchased by You Using the Website, which is not a Faulty Product;
- 1.12 **'Person'** means an individual, an association or group of individuals having legal recognition in the country of its origin, whether registered or not, a partnership firm, a company or any other body incorporate;
- 1.13 **'Price'** means the price at which You purchase a Product Using the Website, which may or may not be the same as, but shall include the reference to, the price forming part of the Listing in respect of a Product available on the Website;
- 1.14 **"Product"** means and refers to the items available for viewing and/ or purchase on the Website;
- 1.15 **"Registered User"** means and refers to a User who registers with the Company by filling and submitting the registration form provided [here](#);

- 1.16 **'Return Request'** means and refers to a request made by You during the Cooling Off Period, as applicable, seeking return of the Product and refund of the payment made by You or exchange of the Product and refund of the differential payment, if any;
- 1.17 **"Seller"** means and refers to the person, natural or juristic, who has advertised and offered Products for sale on the Website and from whom You, the Buyer, have the facility to purchase Products by Using the Website in accordance with the terms and conditions of this Agreement;
- 1.18 **"Seller's Content"** means and refers to the materials and content uploaded, posted or published by the Seller on the Website for the purpose of advertising and offering for sale or selling its Products and includes, without limitation, Seller Profile, Listings, images, graphics, photographs, articles, write-ups, comments, contact details and such other information that the Seller may deem it fit to include;
- 1.19 **'Seller Profile'** means the profile describing the Seller and/ or its Products which is created by the Seller on the dedicated space granted to it on the Website and which is available for viewing by You on the Website;
- 1.20 **'Services'** mean the facilities offered by the Company on the Website to You, which include the facility to view Products, compare Products, contact and negotiate with Sellers regarding the Products, purchase Products from Sellers, commission or customise Products, track the shipment of the Product to be delivered to You by Seller, raise Return Request, post User Submissions on the Website and such other facilities and functionalities that may be offered by the Company from time to time;
- 1.21 **'Term'** has the meaning set out in Clause 12 below;
- 1.22 **'Terms'** means the terms and conditions stipulated in this Agreement;
- 1.23 **'Total Price'** means the sum that You pay to purchase a Product by making Use of the Website and which will be arrived at by adding Price of a Product, applicable taxes, including but not limited to VAT, Costs and such other charges as may be agreed to between You and the Seller;
- 1.24 **'Use'** or **'Using'** means the act of accessing and using the Website for the purpose of viewing and/ or purchasing Products or to avail of any of the other Services that may be available to You on the Website;
- 1.25 **'User'** means and refers to You and includes Registered Users;

- 1.26 ‘User Submissions’ mean Your comments, feedback and review in relation to Services or Seller that You may post on the Website and will include, without limitation, photographs, images, graphics and videos;
- 1.27 ‘VAT’ means and refers to the value added tax applicable in the United Kingdom and includes taxes of similar nature in other jurisdictions by whatever name they may be known;
- 1.28 “Website” means and refers to this website hosted, operated and maintained by the Company at the unique resource locator [www.designerstown.com](http://www.designerstown.com) or any other designated unique resource locator, including but not limited to “designerstown.co.uk”, “designerstown.eu”, “designerstown.co.in” and “designerstown.in”, as determined by the Company from time to time where Services shall be provided;
- 1.29 ‘You’ and ‘Your’ means and refers to you and include references to Buyer, Registered User and User, as the context may require;
- 1.30 All references to “Company” in this Agreement will be read to include a reference to the “Website” and vice-versa, unless the context otherwise requires;
- 1.31 Singular shall include plural and vice-versa, unless the context otherwise requires;
- 1.32 Capitalized terms shall bear the meaning ascribed to them either in this Clause 1 or elsewhere in the Agreement.

## **2. INFORMATION ABOUT THE COMPANY AND THE WEBSITE**

- 2.1 The Website is owned, managed and operated by the Company as an online marketplace providing a platform to Users, to browse and compare diverse Products posted by Sellers, contact and negotiate with Sellers and make purchases on such terms as may be independently agreed to by them with Sellers subject to these Terms.
- 2.2 The Company does not participate or has any interest or role to play in the actual transaction of sale/ purchase carried by Use of the Website or determination of the terms and conditions/ contract for such transaction. All transactions done through or by Use of the Website shall be the responsibility of the individual parties to such transactions and the Company shall in no manner be either liable under or beneficiary of any business transacted through or by Use of the Website, except the Fee it may be entitled to as per its contract with the Seller.

- 2.3 With respect to You, the Company's role is limited to providing You with Services on the Website. You understand and agree that neither the Company manufactures or supplies or trades in the Products available on the Website nor does it participate in any part of the sale/ purchase transaction between You and the Sellers. You further acknowledge and agree that any contracts for the purchase of the Product shall be strictly between you and the Seller of that Product.

### **3. Eligibility**

- 3.1 You may Use the Website if You are:

- 3.1.1 Legally competent and capable to enter into and perform a valid and binding contract;
- 3.1.2 Of or above 18 years of age;
- 3.1.3 Not disqualified or prohibited from contracting generally, or agreeing to these Terms, under any law that you may be subject to by virtue of your domicile, citizenship or trade;
- 3.1.4 Duly authorized by the Person on whose behalf You intend to Use the Website including the authority to bind such Person to a contract You may enter into pursuant to Your Use of the Website.

### **4. Terms of Use**

- 4.1 Though You may make purchases by Use of the Website as an Unregistered User, You may not avail all Services unless You become a Registered User by filling the online registration form available [here](#) and completing other formalities as may be stipulated by the Company. Services available exclusively to Registered Users include the facility to

- 4.1.1 post User Submissions on the Website;
- 4.1.2 contact the Sellers before placing order for Products to negotiate on Price or commission or customize the Products or to seek information regarding any Product;
- 4.1.3 such other Services as may be specified by the Company from time to time;

#### **Registration as a Registered User**

- 4.2 To register as a Registered User You need to fill and submit the [online registration form](#);

- 4.3 No fee or charges of any kind are payable for registration. This condition is, however, subject to change in discretion of the Company. The Company shall endeavour to notify you in advance before bringing about any change in this condition;
- 4.4 By submitting the online registration form, You agree that the Company may verify and check, by employing such means as may be legally permissible and available to it, the information provided by You in the said registration form, provided that there shall be no obligation upon the Company to verify or check the information provided by You;
- 4.5 Upon submission of the completed online registration form by You, the Company may send You an email at the email address provided by You confirming your registration as a Registered User and may also send You your Login Details enabling You to access and Use the Website as a Registered User;

#### **Non-Registration**

- 4.6 In case You do not wish to register, You may proceed to view and purchase the Products subject to these Terms;

#### **Making Purchases by Use of the Website**

- 4.7 If You are not a Registered User, You may not contact the Sellers before placing Your order on the Website;
- 4.8 Your order for a Product is only placed when You make the payment of Total Price using the payment gateway available on the Website (“**Payment Gateway**”) and the Company receives confirmation from the Payment Gateway of the payment having been made. By placing order and making payment, You agree to abide by the policies that the Payment Gateway might have regarding online payments. You agree and acknowledge that the Company shall not in any manner be liable or responsible for the Payment Gateway’s policies or their consequences;
- 4.9 The payment made by You shall be charged by the Company only when the Product is shipped to You by the Seller and is retained by the Company till the Cooling Off Period expires;

#### **Contract with Seller**

- 4.10 You shall enter into a direct contract of purchase with the Seller on a principal to principal basis on the terms and conditions as may be

stated by the Seller on the Website as part of Seller's Content, or if You are a Registered User, on such terms as may be agreed to between You and the Seller regarding the Product specifications, quality, quantity, delivery period, Costs, warranties & guarantees, any return and refund options over and above these Terms or any other terms and conditions that may not be contrary to these Terms. In no event shall the Company be a party to the contract between You and Seller regarding purchase of a Product by Use of the Website. All Your remedies in respect of any such contract or its breach, in any manner, shall only lie against the Seller and the Company shall not be liable for any acts or omissions of the Seller.

- 4.11 If You are unsure about the terms of the contract between You and the Seller for the purchase of the Product, the Company recommends that You obtain legal advice before making the purchase by Use of the Website.
- 4.12 You will have the option to insure the Product purchased by You against damage in transit. Terms of such insurance, including the insurance premium to be paid, the sum assured and the insurance cover, shall be a matter of agreement between You and the Seller to the exclusion of the Company.
- 4.13 Subject to the availability of the Product with the Seller, the Seller may ship the Product to You within three (3) days of You placing the order unless any other time period has been agreed to between You and the Seller. You have the option of cancelling the order before the Product is shipped to You by the Seller. In the event of such cancellation, no deductions from the payment made by You shall be effected and the total payment shall be refunded within 30 days of cancellation.
- 4.14 Notwithstanding the contents of Clause 4.13, You may not cancel the order and seek refund of payment if it relates to customized or commissioned Products.
- 4.15 Once the Product purchased by You is shipped by the Seller at the address provided by You, you will receive a shipping notification on the email address provided by You. The shipping information, along with the tracking details, will also be available on the Website where You can track the transit of the Product.

#### **Cooling Off Period**

- 4.16 Upon delivery of the Product to You, the Cooling Off Period will commence within which You may raise a Return Request citing reasons for the same. Subject to Your agreement with Seller, the Cooling Off Period shall be 7 days from the date of delivery of the Product for Non-Faulty Products and 14 days in case of Faulty Products. As a consequence of Return Request, You may return the

Product and ask for refund of the payment made by You or seek to exchange the Product. However, subject to Your agreement with the Seller, You may not be entitled to raise a Return Request in relation to customised or commissioned Products, unless they are Faulty Products.

- 4.17 Where the Return Request raised by You cites Faulty Product as its reason, it shall be duly and promptly considered and analysed by the Company. Where necessary, the Company may also ask You to provide additional materials and information, like photographs of the Product or packaging etc., as may be deemed by it to be reasonably necessary to determine the justifiability of the Return Request.
- 4.18 Pursuant to receipt of Return Request and other materials and information, as may be required, the Company shall contact the Seller and obtain its response to the Return Request.
- 4.19 In the event of the Company determining the Return Request to be justified, and where You have opted for a refund, the payment made by You shall be refunded to You by the Company. The Company shall always endeavour to make such refund within reasonable time of the Return Request having been raised by You, provided You have been prompt in providing the Company with the materials and information sought by it to determine the justifiability of the Return Request. Notwithstanding the foregoing, no refund shall be given by the Company unless the Product has been delivered to the Seller or You can provide reasonable proof of the shipment containing the returned Product having reached the Seller.
- 4.20 If Your Return Request relates to a Non-Faulty Product and the Product has been delivered to You, or has been shipped to You before Your cancellation of the Order, the shipping and other costs pertaining to return of the Product from You to Seller, shall be borne by You.
- 4.21 Where You seek exchange of Product in Your Return Request, similar procedure as in the case of refund shall be followed by the Company and on the determination of the Return Request to be justified, the Company shall ask the Seller to exchange the Product. In order for the exchanged Product to be shipped by Seller, the Seller may first require the Faulty Product to be delivered to it or You may be required to show reasonable proof of the shipment containing the returned Product having reached the Seller and make payment of differential Total Price, if any. Where Total Price for the exchanged Product turns out to be less than the Total Price for the Faulty Product already paid by You, the difference shall be refunded to You by the Company within 30 days of Your placing the order for the exchanged Product subject to the terms relating to shipping costs for returning the Product, which shall be determined in accordance with Clause 4.19 above.

- 4.22 Fresh Cooling Off Period shall commence upon delivery of the exchanged Product at the address provided by You.
- 4.23 If there is a dispute between You and the Seller regarding the justifiability of the Return Request, then without prejudice to the rights and remedies that You and Seller may have against each other under law, the Company's decision in that regard shall be final and binding upon both You and the Seller.

### **General**

- 4.24 The Company does not ensure or guarantee or make any representations or warranties regarding the accuracy, fitness, standard, quality, legality, authenticity, veracity or specifications of any Product, Seller's Content or User Submissions available on the Website. The Company is a mere conduit and does not develop or author such products or content nor does the Company investigate or examine their accuracy, authenticity, legitimacy, validity or reliability. Any information accessed, downloaded, used or relied upon by you from the Website is your sole responsibility and the Company shall not be liable for any consequence of such use of or reliance upon by you of such information, which shall be at your sole risk. You are advised to conduct your own due diligence before executing any business transaction or contract through or by Use of the Website.
- 4.25 The information available on the Website is on an "as is" basis and the Company is not liable for any errors, omissions or misrepresentations in such information. The Company reserves the right, but has no obligation, to pre-screen, review, monitor, flag, filter, modify, refuse or remove any content on the Website.
- 4.26 The Company does not accept or endorse as being representative of its own views any content created, authored and submitted to the Website by Sellers or Users of the Website, including but not limited to any comments, feedback, reviews, opinions, advertisements, promotions, offers, and any other kind of commercial or non-commercial information.
- 4.27 The Company neither participates in nor represents any party to a business transaction effected through or by Your Use of the Website. The Company neither guarantees the performance of any contract entered into through or by Use of the Website nor does it warrant any standard of service, performance or after sales service in regard to such contract.
- 4.28 The Company shall not be a party to any dispute arising out of or in relation to any business transacted or contract executed by You

through or by Use of this Website and shall not be liable in any manner whatsoever for the consequences of such dispute.

- 4.29 The Company shall not be responsible or liable for any claims or proceedings instituted against You by any third party, asserting or alleging violation of any of its rights, owing to Your Use of the Website in any manner or for any costs or expenses incurred by You in relation to any such claim or proceeding.

## **5. Your Obligations**

- 5.1 You agree that You shall be solely responsible and liable for all activities conducted by You on the Website, whether You are a Registered User or an Unregistered User.
- 5.2 You shall be solely and directly responsible for the content submitted, uploaded, published, displayed or posted by you on the Website as User Submission. Publication of Your User Submissions, or any part thereof, on the Website does not amount to Company's endorsement or acceptance of the same to be representative of the Company's views.
- 5.3 Your Submission will only contain the information that is true, accurate and lawful to the best of your knowledge, does not amount to misrepresentation, is not of a fraudulent or misleading or frivolous nature and does not belong to another Person or to which you do not have any right.
- 5.4 You shall not submit to appear on the Website, any User Submission that may reasonably be deemed to be offensive, illegal, inappropriate. User Submissions submitted by You shall not in any way:
- 5.4.1 promote racism, bigotry, hatred or physical harm of any kind against any group or individual;
  - 5.4.2 harass or advocate or encourage harassment of another Person;
  - 5.4.3 display or contain pornographic, vulgar or sexually explicit material;
  - 5.4.4 amount to or promote any conduct that is abusive, threatening, obscene, defamatory, libellous or invasive of another's privacy;
  - 5.4.5 amount to or promote any illegal activities or be in violation of any applicable laws, rules or regulations;

- 5.4.6 provide instructional information about illegal activities, including violating someone else's privacy or providing or creating computer viruses;
  - 5.4.7 promote or contain information that you know or believe to be inaccurate, false or misleading;
  - 5.4.8 amount to or promote commercial activities and/or sales, including but not limited to contests, sweepstakes, barter, advertising and pyramid schemes, without the prior written consent of the Company;
  - 5.4.9 infringe any rights of any third party, including but not limited to Intellectual Property and proprietary rights;
  - 5.4.10 deceive or mislead as to its origin or contain any information which is of a menacing nature or impersonates another person;
- 5.5 You shall ensure that Your User Submission is free of all computer viruses and malwares and does not contain any software, programs, codes or devices that has the effect of destroying, damaging, harming, intercepting or interfering with any data, information, hardware or software system. You will not use the Website in any manner which could damage, disable, overburden or impair the Website or interfere with any other person's use of the Website;
  - 5.6 Your User Submission shall not contain any third party website links that may be of a damaging or harmful nature or links to website(s) contents whereof are contrary to and in violation of the terms of this Agreement or amounts to advertisement or promotion of such third party website(s). The Company reserves absolute rights to disable or remove any third party website links contained in User Submission;
  - 5.7 You shall not indulge in spamming, spying, stalking or otherwise causing harassment to anyone while using the Website;
  - 5.8 You will not misuse or misappropriate, in any manner whatsoever, or encourage, abet, assist, facilitate or cooperate in the misuse or misappropriation of, the information and data posted or displayed by other Users and Sellers on the Website;
  - 5.9 You acknowledge that making a User Submission does not guarantee that such User Submission, or any part thereof, shall appear on the Website, but agree that the Company may, at its sole discretion, choose to display any User Submission or any part of a User Submission that you make on the Website and hereby grant to the Company a royalty free, non-exclusive, perpetual, irrevocable, worldwide licence to do so;

- 5.10 The Company reserves the right to remove or block or hide a User Submission, or any part thereof, if in its opinion and sole discretion or upon its acquiring knowledge or information of such User Submission, or any part thereof, being illegal, unlawful, in violation or derogation of third party rights of any nature, fraudulent, immoral, for an illegal purpose or in relation to illegal goods or services, obscene, scandalous, objectionable, indecent, discriminatory, racist, derogatory to any gender or class of persons, or is in violation of any terms or conditions of this Agreement;
- 5.11 If a User Submission, or any part thereof, is found to be in violation of any Terms stipulated herein, the Company reserves the right to preserve such information and its associated records for a period of 90 days for investigation purposes;
- 5.12 The Company reserves the right, in its sole discretion and without any obligation, to moderate and review, a User Submission before it is displayed on the Website and You hereby grant the Company the necessary authority, right and license to do so;
- 5.13 Subject to its privacy policy, the Company reserves the right to moderate, edit, publish, re-publish, use and display on the Website, or otherwise, all or any part of a User Submission submitted by You and You hereby grant the Company a royalty free, non-exclusive, perpetual, irrevocable, worldwide license to do so;
- 5.14 You shall not copy or download any information or content, including but not limited to text, images, audio/ video files or clips, graphics, lists, database from the Website for the purpose of unauthorized reproduction, distribution, communication or storage of such information or content or for carrying on or assisting in any manner whatsoever any business in competition with the Website or for commercial exploitation of such information or content in any manner whatsoever;
- 5.15 The Website may contain links to third party websites. These links are provided on the Website only for Your convenience and are in no manner endorsed or promoted by the Company. The Company has no control over these linked sites and is not responsible for, or endorses, the contents of such linked sites or consequences of accessing them. Your decision to follow any of the third party links and access the linked sites shall be at your sole risk and the Company shall not be liable for any consequences of accessing such linked sites. The Company reserves the right to disable any third party links submitted to or available on the Website without any prior notice;
- 5.16 You shall keep your Login Details secure and immediately notify the Company of any breach in security of Login Details or of their unauthorized Use;

- 5.17 Any access to and Use of the Website through Your Login Details shall be attributed to You unless You can prove otherwise with cogent evidence;
- 5.18 You shall not use Your Login Details to impersonate another Person or allow another Person to use Your Login Details;
- 5.19 If You find any User Submission or Seller's Content or any other content on the Website to be objectionable, offensive, illegal or in violation of any of Your rights, You may bring the same to the Company's attention and the Company shall use its reasonable endeavours to review the relevant content as soon as it is practicable and shall take such action as may be deemed necessary and proper by it;
- 5.20 You shall comply with all instructions and policies issued by the Company from time to time in respect of the Website;
- 5.21 You shall co-operate with any reasonable security or other checks or requests for information made by the Company from time to time;
- 5.22 In case of non-compliance with this Agreement or violation of any of its terms or privacy policy of the Company, the Company reserves the right, in its sole discretion, and at any time without prior notice, to immediately restrict or terminate or suspend your access to and Use of the Website;
- 5.23 The Company shall be entitled at its own discretion to suspend the Website for any reason whatsoever, including but not limited to repairs, planned maintenance or upgrades and shall not be liable to you for any such suspension or unavailability of the Website;
- 5.24 The Company makes no promises, representations or warranties for the continued and unabated availability of Services on the Website and shall not be liable for any consequences arising from its unavailability to You whether on account of Force Majeure or for any other reason;
- 5.25 The Company reserves the right to make any changes to the Website including any Services and content therein or to discontinue any aspect of the Services or features of the Website without notice.

## 6. Modifications of these Terms and Conditions

The Company reserves the right to change, amend, modify or vary these Terms in its sole discretion and at any time without any prior notice. The modifications or amendments shall be effective immediately on their publication on the Website.

## 7. Intellectual Property Rights

- 7.1 The Company is the sole owner or licensee of all Intellectual Property Rights, including but not limited to all copyrights and related rights, related to or embodied in or comprised in the Website and its content, including but not limited to the Website's look and feel, design, layout, colour combination, text, arrangement of text, images, graphics, pictures, photographs, audio, video, audio-visual materials, codes, compilation of materials on the Website, etc.
- 7.2 By Using the Website, you are deemed to have granted your unqualified license, consent, authorization and permission to the Company to retain in its records or database, copy, share, distribute, transmit, display, reproduce, edit, translate and reformat the information, material, data or submission posted, uploaded or shared by you on the Website; and to publish your name and contact details in connection with the foregoing.
- 7.3 The Company is the lawful proprietor of the trade marks and trade names "THE GOOD URTH", DESIGNERS TOWN, "designerstown", along with any related logos or icons, and domain names "designerstown.com", "designerstown.co.uk", "designerstown.eu", "designerstown.co.in" and "designerstown.in". You shall at no point in time dispute the Company's right to use the said trademarks, trade names and domain name nor the ownership of the Company of the said trademarks, trade names and domain name nor appropriate or use the said trademarks, trade names, logos, domain name or any trademarks or domain names deceptively or confusingly similar thereto.
- 7.4 Nothing in this Agreement will serve to transfer from the Company to You any of the Intellectual Property Rights owned by the Company and/or its licensors and all right, title and interest thereof shall remain exclusively with the Company and/or Company's licensors.
- 7.5 Your Use of the Website does not grant You any ownership or like interest in any content, code, data or materials you may access on or through the Website or any Intellectual Property Rights subsisting in any of the above. Other than as expressly allowed in these Terms, You may not download, post, display, publish, copy, reproduce, distribute, transmit, modify, perform, broadcast, transfer, create derivative works from, sell or otherwise exploit any content, images, code, data or materials available on the Website.
- 7.6 The Login Details assigned by the Company pursuant to this Agreement shall continue to be the property of the Company, though You may alter the same for Your Use, and the Company reserves its rights to withdraw or suspend or delete such Login Details in accordance with the terms of this Agreement and no liability in

damages, special, direct, indirect or consequential, or otherwise, in contracts or torts, shall attach to the Company in the event of such withdrawal or suspension or deletion of the same.

## **8. Privacy**

- 8.1 The Company has a well documented Privacy Policy available on the Website which aims at protecting the sensitive personal data and information received by it by or through or during the course of Your Use or access of the Website. You may click [here](#) to view the Privacy Policy.
- 8.2 By accessing and Using this Website, You hereby agree to Privacy Policy of the Company, waive Your right to privacy, as against the Company, in respect of any personal information contained in User Submission made by You to the Website, or otherwise provided by You during Your Use of the Website, and expressly allow and permit the Company to retain and store the said information in its database and to copy, reproduce, share, distribute, transmit, display, translate or edit the said information in accordance with its Privacy Policy.
- 8.3 It is Your responsibility to not to submit any information that You may consider to be confidential or proprietary. Except for any sensitive personal data or information that the Company agrees to keep confidential as provided for in its Privacy Policy, any information, including but not limited to, any comments, feedback, reviews, suggestions, ideas, data or any other information which You submit to the Website shall be considered to be non-confidential and non-proprietary and the Company will be free to use such information as deemed appropriate by it including but not limited to any commercial use or use for the purpose of research and development activities of the Company.
- 8.4 The Company shall be at liberty to share and disclose Your personal information and contents of User Submission with any governmental or judicial or quasi-judicial authority or deliver it to any person pursuant to an order or direction of any governmental or judicial or quasi-judicial authority without any obligation to give you a prior notice.
- 8.5 All communication carried out between You and the Seller resulting from or in connection with Use of the Website by You shall be copied to the Company. You agree and acknowledge that this condition is essential for the Company to impose for a successful commercial exploitation of the Website by it and You hereby waive Your rights to privacy in relation to such communications and expressly allow and permit the Company to receive, read, store and monitor such communications.

## 9. **Exclusion of Warranties and Limitation of Liability**

- 9.1 All warranties, representations, guarantees, conditions and terms other than those expressly set out herein whether express or implied by statute, common law, trade usage or otherwise, and whether written or oral in respect of the Website and Products, are hereby expressly excluded to the fullest extent permissible by law.
- 9.2 You acknowledge and agree that the role of the Company is limited to providing an online platform or venue for You to view Products, contact Sellers and make purchases from such Sellers on such terms and conditions as may be agreed to independently by You with such Sellers. The Company will have no interest in and will not participate in any manner or represent any of the parties in the actual business transaction nor will any liability attach to it as a consequence of or in relation to any business transaction transacted through or as a result of Use of the Website by You. This Agreement does not intend to and shall not create any relationship in the nature of agency or partnership or joint venture between You and the Company.
- 9.3 The Company bears no responsibility for verifying the antecedents of Sellers registered with it or the quality of Products made available on the Website by Sellers. You must satisfy Yourself about all relevant aspects prior to purchasing Products advertised or displayed on the Website. Purchasing of Products from Sellers as a result of Your Use of the Website shall be at your own risk.
- 9.4 The Seller's Content on the Website is available on an "as is" basis and the Company does not warrant the truth, authenticity, reliability, feasibility, fitness - of purpose or pricing, accuracy, legitimacy, legality, security, performance of the information or advertisements or offers on the Website. Your reliance on any information, commercial or otherwise, available on the Website shall be at your sole risk.
- 9.5 The Company reserves the right, but has no obligation, to monitor and/ or review all information and materials posted or available on the Website, including Seller's Content and User Submissions, and while the Company endeavours to ascertain the authenticity of the foregoing, it is not responsible, and does not assume any liability, for any such information or materials posted or available on the Website.
- 9.6 The Company shall not be liable to You for any kind of damages, losses, including but not limited to loss of data, revenue, profits, property, or harm to Your computer, software or hardware or any legal action arising directly or indirectly due to Your access or Use of the Website. You acknowledge and agree that Your Use of or any other activity, including browsing, on the Website shall be at your sole discretion and risk.

- 9.7 You acknowledge and agree that the Company shall not be responsible in any manner for any breach of contract committed by a Seller or any loss or damage suffered by You as a result of such breach or any other loss, damage, harm, inconvenience, business disruption, loss of business or expenditure suffered by You due to any act or omission of a seller. Your remedy in such cases will lie directly against the Seller to the complete exclusion of the Company.
- 9.8 The Company shall not be responsible for any legal action brought against You by a Seller nor will the Company be party to any dispute relating to a business transaction transacted through the Website or as a result of Use of the Website or to any legal proceedings between You and a seller instituted for whatever reason by whichever party. You hereby release the Company from any claims, demands and damages (whether actual or consequential) of any kind and nature, known and unknown, arising out of or in connection with such disputes.
- 9.9 The Company shall not be liable for any disruption of the Services available on the Website or loss of User Submission or any delays in posting of User Submission for any reason whatsoever.
- 9.10 The Company shall not be responsible for any special, direct, indirect, punitive, incidental or consequential damage or any other damages whatsoever whether in contract or otherwise or any damage resulting from:
- 9.10.1 Use of the Website;
  - 9.10.2 Temporary inability to Use or access the Website;
  - 9.10.3 Any inaccuracy in the information or representation given by Sellers or other Users owners on the Website;
  - 9.10.4 Any act or claim of a third party;
  - 9.10.5 Breach of contract or any act or omission by a Seller;
  - 9.10.6 Unauthorised access or appropriation of any information or data by a third party forming part of a User Submission;
  - 9.10.7 Acts, conduct, statements of any other User on the Website;
  - 9.10.8 Any infringement of Your Intellectual Property or proprietary rights by another User of the Website
- 9.11 Unless otherwise expressly set out to the contrary in these Terms, the Company's liability to you in connection with Your Use of the Website and the contents therein shall be strictly limited to £100, if at all.

## **10. Warranties**

- 10.1 You warrant to the Company that:

- 10.1.1 The personal information provided by You while registering Yourself as a Registered User or while making purchases by Use of the Website shall be true and correct in all respects;
- 10.1.2 The personal information provided by You while registering Yourself as a Registered User or while making purchases by Use of the Website shall be true and correct in all respects;
- 10.2 You further warrant that while accessing or Using the Website, You shall not:
  - 10.2.1 violate or act contrary to any of these Terms or any applicable law and ensure that User Submission submitted by You complies fully with the guidelines and standards enumerated in these Terms;
  - 10.2.2 Use the Website in any manner with the intent to interrupt, damage, disable, overburden, or impair the Website including but not limited to by infecting the Website by any virus, time bomb, trojan horse, worm, cancelbot or any other code or device that may adversely affect the Website and its associated network and servers in any manner whatsoever, or by sending mass messages, emails or requests;
  - 10.2.3 attempt to gain unauthorized access to other computer systems;
  - 10.2.4 engage in spamming, spidering, screen scraping, database scraping, harvesting of e-mail addresses, wireless addresses or other contact or personal information, or any other automatic means of obtaining lists of Users or other information from or through the Website, including without limitation any information residing on any server or database connected to the Website;
  - 10.2.5 insert your own or any third party's advertising or promotional content or material into the Website;
  - 10.2.6 Exploit, distribute, publish or otherwise use the content and materials available on the Website for any commercial purpose otherwise than to transact business on or through the Website;
  - 10.2.7 You warrant that you have the right and competence to grant such licenses, rights, authorisations and permissions to the Company that You may need to grant as per these Terms in order to be able to access and Use the Website.

## 11. Indemnification

- 11.1 You hereby expressly agree to indemnify and hold the Company (including its affiliates, directors, officers, agents and employees) harmless from, against and in respect of any and all

claims, liabilities, losses, damage, costs (including legal costs) arising or caused on account of or as a result of:

- 11.1.1 Your Use of the Website or any false statements made or information provided by You or Your fraudulent conduct during the use of the Website;
- 11.1.2 Breach of any of the warranties or representations made by You in this Agreement;
- 11.1.3 Breach by you of any contract executed with a Seller by Use of the Website by You;
- 11.1.4 Any misrepresentation, breach of warranty, fraudulent conduct, non-performance of contract by you in relation to any business transacted by you through or as a result of Use of the Website;
- 11.1.5 Any civil or criminal legal proceedings instituted as a result of Your Use of the Website;
- 11.2 You agree that the Company shall have the right to present its own defence in respect of any of the matters, which are otherwise subject of indemnity under Clause 11.1 hereinabove. In the event of the Company exercising such right, you agree to cooperate fully with the Company and to make good the losses and costs borne by the Company, including legal costs, in presenting such defense and/ or as a result of final determination of legal proceedings.

## **12. Term & Termination**

- 12.1 If You are a Registered User, this Agreement shall come into effect from the date of Your registration as a Registered User and shall continue to be in effect till such time that it is terminated in accordance with this Clause 12. If You are an Unregistered User, this Agreement shall come into effect the moment You access and commence Using the Website and shall be contemporaneous with Your session on the Website, whether or not You make any purchases by Use of the Website during that session.
- 12.2 The Company reserves the right to terminate this Agreement and terminate, suspend or restrict Your access to and Use of the Website, without prior notice, for any of the following reasons:
  - 12.2.1 If You breach or fail to comply with any of the terms or conditions of this Agreement or provide any false or misleading information or Representation during Your Use of the Website or breach any of the Warranties given by You in this Agreement;

- 12.2.2 If the Company believes that Your Login Details have been misused or their security compromised;
- 12.2.3 If the Company believes that there has been fraudulent use, misuse or abuse of Services provided on the Website by You or someone Using Your Login Details;
- 12.2.4 If the Company believes that You are in the business of re-selling or promoting the Products for resale or if you are otherwise engaged in any other similar activities.
- 12.2.5 Disruption for any reason whatsoever of the third party services and network essential to operate the Website;
- 12.3 Upon termination of this Agreement, You shall no longer be able to access and Use the Website and the Services.

### **13. Grievance Redressal**

In case of any grievance, query, difficulty or complaint regarding the Website, Services or their Use, You may contact the Grievance Redressal Officer appointed by the Company at the address given below:

Rajeev Gupta, Director, The Good Urth Company Limited, 125 Chertsey Road, Twickenham TW1 1ER, United Kingdom.  
[rajeev@designerstown.com](mailto:rajeev@designerstown.com)

The Company shall make best endeavours to assist You and to resolve the concern raised by You within a period of 30 days of receipt of the same or within such period as may be prescribed by law.

### **14. General**

- 14.1 If the Company fails at any time to insist upon strict performance of Your obligations under these Terms, or if it fails to exercise any of the rights or remedies to which it is entitled to under these Terms, such failure shall not constitute a waiver of any such rights or remedies, unless so confirmed by the Company in writing, and shall not relieve you from compliance with such obligations.
- 14.2 A waiver by the Company of any default by You under these Terms shall not constitute a waiver of any subsequent default.
- 14.3 All notices and communications to the Company related to these Terms or Use of the Website shall be in writing and sent to the following address by registered mail, courier or email:

Mailing Address: 125 Chertsey Road, Twickenham TW1 1ER, United Kingdom  
Email: [mail@designerstown.com](mailto:mail@designerstown.com)

- 14.4 All notices and demands to you shall be effective if delivered by registered email, courier or email at your last known contact address/ email address.
- 14.5 If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent, be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.
- 14.6 These Terms represent the entire agreement between you and Good Urth in respect of your use of the Website and shall supersede any prior agreement, understanding or arrangement, whether oral or in writing.
- 14.7 These Terms are governed by and construed in accordance with English law. The Courts of England shall have exclusive jurisdiction over any disputes arising out of or related to these Terms.