# **Return, Refund and Cancellation Policy**

# 1.1. Refunds, Cancellations and Returns of Goods

Please note that you can submit complaints with the Order and product sold via rainbowbazaar.shop and we shall process the refund to you within 30 days from date of receipt of complaint. Once we issue your refund, it takes additional time for your financial institution to make funds available in your account, which can vary from 2-10 days from the date of refund processing. All orders are manually processed on the Website and sent for shipment as soon as they are placed. During this process we incur some irreversible fees. Therefore, while we understand that orders might need to be changed sometimes, we are unable to do it free of charge after a certain point. We strictly adhere to the following cancellation policy:

- If you cancel your order BEFORE it has been shipped, you will not be charged any cancellation fee;
- If you cancel your order AFTER it has been shipped, the cancellation will have to be treated as a Return with all applicable fees.
- Orders which are REFUSED AT DELIVERY will be charged with a cancellation fee that is 100% of
  the total Order value, unless it can be reasonably evidenced that the product was tampered,
  destroyed, faulty, incomplete at the time of delivery. For such instances, please email
  rb@thepridecircle.com with the details of your order, and any documentary of photographic
  evidence. Once verified by us, the Refused Order shall be treated as a Return with all applicable
  fees.

All requests for returns must be made by contacting us directly at the email ID available on our Seller Profile on the Website. Your order number, reason for return, contact name and phone number, and whether you want refund or replacement, must be filled out completely. Your return request will be attended to promptly. Please note that a request for return is valid only within 10 days from date of delivery of product. All return requests, whether for refund or replacement, shall be processed and completed within 30 days from receipt of request.

# 1.2. Refunds, Cancellations and Returns of Services

We can cancel your order if a request is made within 24 hours of placing the order. The request has to be made at <a href="mailto:rb@thepridecircle.com">rb@thepridecircle.com</a> with your name, order number, order details, and reason for cancellation, along with any documentary or photographic evidence, if any.

If you cancel your order after 7 days but before 15 days from the date of placing the
order, a cancellation charge (Deduction from total amount of order) shall be
applicable, where the percentage of charge is equal to the number of days. For
example, if you cancel the order 9 days from the date of placing the order, the

- amount refunded to you will be less 9% than the total amount order that you paid on the date of placing the order.
- If you cancel your order on or after 16 days from the date of placing the order, a cancellation fee will be charged that is 100% of the total Order value, unless it can be reasonably evidenced that the service was never delivered. For such instances, please email <a href="mailto:rb@thepridecircle.com">rb@thepridecircle.com</a> with the details of your order, and any documentary of photographic evidence. Once verified by us, the Refused Order shall be treated as a Cancellation within 15 days from date of placing the order, with all applicable fees.

## **Pricing and availability**

We list availability information for products sold by us on the website, including on each product information page. Beyond what we say on that page or otherwise on the website, we cannot be more specific about availability. Please note that dispatch estimates are just that. They are not guaranteed dispatch times and should not be relied upon as such. As we process your order, you will be informed by email if any products you order turn out to be unavailable.

All prices are inclusive of VAT/CST, service tax, Goods and Services Tax ("GST"), duties and cesses as applicable – unless stated otherwise.

#### **Taxes**

You shall be responsible for payment of all fees/costs/charges associated with the purchase of products from us and you agree to bear any and all applicable taxes including but not limited to VAT/CST, service tax, GST, duties and cesses etc.

## Children

Use of Pride Circle Marketplace is available only to persons who can form a legally binding contract under the Indian Contract Act, 1872. If you are a minor i.e., under the age of 18 years, you may purchase only with the involvement of a parent or guardian.

#### **Communications**

When you visit Pride Circle Marketplace, you are communicating with us electronically. You will be required to provide a valid phone number while placing an order with us. We may communicate with you by email, SMS, phone call or by posting notices on the website or by any other mode of communication. For contractual purposes, you consent to receive communications including SMS, e-mails or phone calls from us with respect to your order.

#### Losses

We will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or

consequential loss that is not reasonably foreseeable to both you and us when a contract for the sale of goods by us to you was formed.

#### Alteration or Amendments to the Conditions

We reserve the right to make changes to our policies, and these Conditions of Sale at any time. You will be subject to the policies and Conditions of Sale in force at the time you order goods from us, unless any change to those policies or these conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by you). If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

## **Events beyond our reasonable control**

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

#### Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

### **Governing Law and Jurisdiction**

These conditions are governed by and construed in accordance with the laws of India, and the application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree, as we do, to submit to the exclusive jurisdiction of the courts at Delhi.

For more information, email support rb@thepridecircle.com