

## Terms & Conditions

---

By accessing this webpage, you have expressly agreed to the terms and conditions below and have agreed to be bound by them in addition to our [Privacy policy](#) and [terms of use](#) as available on this website. These terms, along with the [privacy](#) and the [terms of use](#) constitute the whole and complete contract between the user and BI Worldwide.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, OUR PRIVACY POLICY OR TERMS OF USE, IMMEDIATELY STOP USING THE SITE, CONTACT YOUR EMPLOYER TO DEACTIVATE YOU FROM THE PROGRAM AND DO NOT USE ANY BIW SERVICE, PARTICIPATE IN ANY PROGRAM OR ORDER ANY PRODUCT, VOUCHER OR OTHER GOODS OR SERVICES OFFERED THROUGH THE WEBSITE.

### **Meaning of terms:**

- a) **BI Worldwide:** The terms “BI Worldwide”, “BIW”, “US”, “WE”, “OUR” refers unequivocally to BI Worldwide India Pvt. Ltd.
- b) **Website:** The term “website” refers to this platform, the original website or any other website that is linked directly to this website, any portal, forum, blog, app or platform that relies on, integrates with or syncs with this website or any part hereof.
- c) **User:** The term “user” or “user” or “you” shall refer to any person who has enrolled with our program, either directly or by virtue of him being employed in a company that has enrolled in our program.
- d) **Redemption:** The term “Redemption” refers to a process by which a user exchanges points that he has been awarded or accumulated for a product, service, experience, meal voucher, holiday, gift voucher, goods or any other item that may be listed for redemption on the website.
- e) **Order:** The term “order” shall refer to choosing an item from the catalogue, redeeming it with points and asking for the same to be sent/delivered to the user.
- f) **Points:** The terms “points” refers to loyalty or performance related awards given by the employer to the user in numerically measureable units.
- g) **Vendor:** The term “Vendor” refers to any merchant, wholesaler, retailer, service provider, Issuer of a gift certificate or voucher, issuer of a branded gift card or voucher, hotelier, travel agent, transport provider, carrier or any other business entity who lists on this website with the intent of soliciting an order from the user.
- h) **Items:** The terms “items”, “rewards” refer to all products, services, experiences, travels and holidays, dining experiences, gift vouchers, and all other goods and services that are available to order on the website.

All and any other terms shall be deemed to have their ordinary meaning as would be attributable to them in a business environment within India.

## 1. Website and its Use:

- 1.1 BI Worldwide, owns and operates this Platform, website, any customized variation thereof and any sites we have now or in the future that reference these Terms and conditions (collectively, "Site"). By using the Site and BIW's services through the Site, you agree to these Terms and Conditions (defined below). You also agree to our Privacy Statement, located at ( ) and acknowledge that you will regularly visit the Terms and Conditions, Terms of Use and Privacy policy to familiarize yourself with any updates. The Privacy Statement, together with the terms of use, terms and conditions and any other terms contained herein or incorporated thereby, by reference, are collectively referred to as the "Terms of Use." The term "using" and "user" also includes and refers to any person or entity that orders it customization, accesses or uses the Site directly or through someone else, with robots, data mining or extraction tools or any other functionality not expressly covered by this definition but with the objective of using the site in any manner whatsoever.
- 1.2 The site is an exclusive rewards redemption platform that is provided to you exclusively by your employer to redeem the performance and loyalty points that you have received from them in the course of your employment and ***IS NOT*** a website that is in the nature of an online marketplace, a seller portal or an e-commerce website.
- 1.3 The Site is a platform through which vendors ("Vendors") may list, for your convenience: goods, services or experiences, travel goods and services ("Holidays"), give gift vouchers ("Gift vouchers"), and list dining experiences "Meal experiences") (collectively, "Vendor Offerings"). Vendors are, in all legal criterion, the deemed sellers and issuers of the Vendor Offerings and are solely responsible to you for the care, quality, and delivery of the goods and services provided.
- 1.4 Certain Vendor Offerings, Products, other available programs and pricing on this Site may change at any time at BIW's sole discretion, without notice.
- 1.5 The Site, any content on the Site and the infrastructure used to provide the Site are proprietary to us, our affiliates, Merchants and other content providers. By using the Site and accepting these Terms of Use: (a) BIW grants you a limited, personal, nontransferable, nonexclusive, revocable license to use the Site pursuant to these Terms and Conditions and to any additional terms and policies set forth by BIW; and (b) you agree not to reproduce, distribute, create derivative works from, publicly display, publicly perform, license, sell or re-sell any content, software, products or services obtained from or through the Site without the express permission of BIW.

1.6 BIW retains the right, at our sole and absolute discretion, to refuse service or use of the Site or an account to anyone at any time and for any reason. While we use reasonable efforts to keep the Site and your account accessible, the Site and/or your account may be unavailable from time to time. You understand and agree that there may be interruptions in service or events, Site access or access to your account due to circumstances both within our control (Server downtime or routine maintenance) and outside of our control.

## **2. Catalogue**

2.1 This website/webpage contains a catalogue of various products that are available for the user to order and redeem using the points that they have been awarded. The catalogue is merely representative in nature and does not constitute an offer of any kind but is merely in the nature of an invitation to offer.

2.2 BIW does not own or rent any of the pictures in its catalogue nor is it in any way responsible for the content of these images. Pictures of the items/goods shown in the online catalogue are only representative in nature and may vary from the actual items/goods received. BWI does not warrant the similarity of products to their pictures shown in the catalogue.

2.3 Utmost care has been taken in selecting and describing the products showcased in the catalog, However there could be minor deviations in product descriptions/sizes/colours which may vary from product to product.

## **3. Use of this website:**

3.1 As a condition of your use of the Site, you agree that:

- You are not in any way impaired to create a binding legal obligation;
- You have reached the age of majority, are of sound mind and have not been adjudged an insolvent;
- You are not barred from receiving products, services, experiences, holidays or Meal reservations, including gift vouchers for all of the above or otherwise, under all applicable law;
- You will not attempt to use the Site with crawlers, robots, data mining or extraction tools or any other functionality;
- Your use of the Site will at all times comply with these Terms and conditions;
- You will only make legitimate orders that comply with the letter and spirit of the terms of the respective offers;

- You will only make orders on the Site for your own use and enjoyment or, as a gift for another person;
- You have the right to provide any and all information you submit to the Site, and all such information is accurate, true, current and complete;
- You will update and correct information you have submitted to the Site and ensure that it is accurate at all times (out-of-date information will invalidate your account)

3.2 The Site may provide registered users and visitors various opportunities to submit or post reviews, opinions, advice, ratings, discussions, comments, messages, survey responses and other communications, as well as files, images, photographs, video, sound recordings, musical works, and any other content or material submitted or posted to the Site (collectively, "User Content") through forums, bulletin boards, discussion groups, chat rooms, surveys, blogs or other communication facilities that may be offered on, through, or in connection with the Site from time to time. You may be required to have a BIW account to submit User Content.

3.3 If you contribute any User Content, you will not upload, post or otherwise make available on the Site any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right. BIW does not have any express burden or responsibility to provide you with indications, markings or anything else that may aid you in determining whether the material in question is copyrighted or trademarked. You will be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights or any other harm resulting from such a submission. In addition, if you contribute any User Content, you represent and warrant that: (a) you are the creator of the User Content; or (b) if you are acting on behalf of the creator, that you have (i) express, advance authority from the creator to submit or post the User Content, and that they have waived any moral rights in such User Content, and (ii) all rights necessary to grant the licenses and grants in these Terms of Use. You further represent and warrant (or, if you are acting on behalf of the creator of the User Content, you have ensured that the creator represents and warrants) that the use and sharing of the User Content for the purposes you have selected will not violate or infringe any copyrights, trademarks or any other intellectual property rights or rights of third parties, including, without limitation, the rights of publicity or privacy.

3.4 You represent and warrant that you will not upload, post, transmit or otherwise make available User Content that is unlawful, harmful, tortious, threatening, abusive, harassing, hateful, racist, infringing, pornographic, obscene, violent, misleading, defamatory or libelous, invasive of the privacy of another person or violative of any third-party rights; and that you will not upload, post, transmit, or otherwise make available User Content that contains any material that harbors viruses or any other

computer codes, files or programs designed to interrupt, destroy or limit the functionality of any software or computer equipment.

3.5 BIW 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, without limitation, to determine compliance with these Terms and conditions and any operating rules established by BIW, as well as to satisfy any applicable law, regulation or authorized government request. Without limiting the foregoing, BIW shall have the right to remove any material from the Communities or any other BIW controlled sites, in its sole discretion. BIW assumes no liability for any User Content or other information that appears or is removed from the Site or elsewhere. BIW has no obligation to use User Content and may not use it at all.

3.6 In some instances and from time to time, it may be possible to modify or remove the User Content submitted or posted through your account. BIW makes no representations or warranties that the User Content you modify or remove will be modified or removed from the Site or elsewhere, or that the User Content will cease to appear on the Internet, in search engines, social media websites, or in any other form, media or technology.

### 3.7 Public Nature of Your User Content.

You understand and agree that User Content is public. Any person (whether or not a user of BIW's services) 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. BIW is not responsible for the use or disclosure of any Personal Information that you disclose in connection with User Content.

Any User Content of any kind made by you or any third-party is made by the respective author(s) or distributor(s) and not by BIW. Other users may post User Content that is inaccurate, misleading or deceptive. BIW does not endorse and is not responsible for any User Content, and will not be liable for any loss or damage caused by your reliance on such User Content. User Content reflects the opinions of the person submitting it and may not reflect the opinion of BIW. BIW does not control or endorse any User Content, and specifically disclaims any liability concerning or relating to your contribution of, use of, or reliance on any User Content and any actions resulting from your participation in any part of the Site, including, without limitation, any objectionable User Content.

### 3.8 License Grants:

Some User Content you submit to BIW may be displayed or may give you the option to display in connection with your Personal Information, or a portion of your Personal Information, including, without limitation, but not limited to your name, initials, username, social networking website user account name, image, likeness, preferences, voice and location. You grant BIW a royalty-free, perpetual, irrevocable, sub-licensable, fully paid-up, non-exclusive, transferrable, worldwide license and right to use, commercial use, display and distribute any Personal Information in connection with your User Content in accordance with these Terms of Use, including, without limitation, a right to offer for sale and to sell such rights in Personal Information, whether the User Content appears alone or as part of other works, and in any form, media or technology, whether now known or hereinafter developed, and to sublicense such rights through multiple tiers of sublicensees, all without compensation to you. However, BIW shall have no obligation to use your Personal Information in connection with any User Content.

By contributing User Content or other information on or through the Site, you grant BIW a royalty-free, perpetual, irrevocable, sub-licensable, fully paid-up, non-exclusive, transferrable, worldwide right and license to use, reproduce, create derivative works from, publish, edit, translate, distribute, perform, display, transmit, offer for sale and sell the User Content alone or as part of other works in any form, media or technology, whether now known or hereafter developed, and to sublicense such rights through multiple tiers of sub-licensees and without compensation to you. You waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding the User Content that you may have under any applicable law under any legal theory. BIW's license in any User Content or Personal Information submitted includes, but is not limited to, use for promotions, advertising, marketing, market research, merchant feedback, quality control or any other lawful purpose.

### 4.0 **Ordering of listed items:**

4.1 The user is entitled to choose any item that is listed for ordering on the catalogue and place an order for the same with us. The completion of such an order once made is subject to the availability of the desired item, the fulfillment of all terms and conditions mentioned herein and in the Terms of Use, by the user and his employer.

4.2 The user will be required to provide a valid phone number & e-mail id, while placing an order with us. We may communicate with you by e-mail, SMS, phone call or by any other mode of communication. By ordering an item, you consent to receive

communications including SMS, e-mail or phone calls from us or our direct suppliers or logistics partners with respect to your order.

4.3 The Users order is restricted to the item that corresponds in the catalogue to the model number mentioned in the order form. BWI will ship only that item and no accessories, content or other item that may or may not be pictorially represented are part of the product and hence will not be shipped.

#### **4.4 Furniture orders**

- Furniture on the catalogue is made to order and such orders cannot be canceled or transferred as the product is created after the order is received from the user.
- User must inform if they want to cancel any furniture orders within 48 hours from the time of the order (by email to the designated customer support email address).
- Any request to cancel received after 48 hours will not be entertained and the order will be processed as if no such request had been made.

#### **4.5 Branded Gift Vouchers:**

- These vouchers will be redeemable as per T&C printed in gift vouchers, which are provided by the issuer.
- Gift vouchers cannot be exchanged for cash or redeemed in part. They also cannot be combined with any other offer or scheme that the issuer may be running from time to time.
- Gift Vouchers can be redeemed only on the MRP of a product unless otherwise specified by the issuer.
- Vouchers with an expiry period of 3 months and 6 months when dispatched to users would have a validity of minimum 30 days and minimum 50 days respectively to redeem them at the concerned merchandise location.
- Users must utilize the vouchers within the validity period to avoid any inconvenience at the time of redemption.
- Vouchers cannot be revalidated once expired.

#### **4.6 Customized Gift Vouchers (CGV):**

- A letter will be issued by the brand which will serve the purpose as a gift voucher. This letter needs to be presented to the issuing Brand's dealer/branch office (Branch details will be mentioned in the letter).
- CGV captures all necessary user details (Name, Address, Mobile number and Email ID).
- CGV also mentions the product that can be redeemed against the voucher.

- On receipt of this voucher, user needs to contact the Brand's dealer/branch office as mentioned in the letter on week days between 10.30AM to 5.30PM, and submit this voucher in original along with your proof of identity.
- Alternatively the voucher can also be couriered to the nearest branch office along with proof of identity (MANDATORY) with complete delivery address with pin code and telephone no. (does this process work for every CGV?)
- The product will be home delivered or must be collected (based on nature of the product and as described in the CGV letter) within city limits in 7 days of submission of this voucher.
- No other schemes can be clubbed together in any manner whatsoever.

## **5.0 Delivery**

5.1 All rewards (including gift vouchers) will be delivered to you at the address registered at the time of placing an order. Ensure that the delivery details mentioned by you are accurate, including a valid and working cell phone number and a landmark close by.

5.2 While our endeavor is to deliver your order within the agreed timelines, BIW does not warrant or guarantee that your order will be delivered within the timelines agreed to and does not accept any liability for an undue delay in the delivery of an order.

5.3 BIW carries out delivery thorough logistics partners. Our registered logistics partners will attempt twice to deliver the order to the mentioned address. You are requested to be available or have someone available at address to receive the reward.

5.4 A re-request for delivery may be initiated after the second failed attempt within 30 days of receipt of notice of such failure and a final attempt will be made to deliver the product to you. If delivery fails for a third time we will deem the delivery as being fulfilled.

## **6 Non-Delivery or Incomplete Delivery:**

6.1 You will be informed via email as & when a reward is processed. You are required to report if a reward/item is not received within 30 calendar days from the date of order, by way of email to the designated customer support email address, to avoid any time bar in conducting an investigation.

6.2 Investigation might take up to 10 working days to be completed. An investigation is not possible if complaint is received after 30 calendar days from date of order and the item ordered will be deemed as delivered.

6.3 The users can view the status of his/ her redemption in “Order History” section of the program portal.



6.4 With respect to short content, accessories missing, users must contact the helpdesk within 2 working days of delivery to obtain an investigation from the courier agency.

6.5 With respect to non-delivery due to your non-availability, kindly refer to Article 5 above.

## **7 Item non-availability**

7.1 Where the benefits under the program are items/goods, these shall be subject to availability. If an item becomes unavailable we will try to offer a substitute of similar quality and value.

7.2 An alternate option will be provided in case of non-availability of the product on any account post checking with the user.

7.3 In case the user does not agree, then the points redeemed will be returned within 48 working hours. In case the user agrees, the alternative product being offered will be dispatched to the user within 15 working days from the date on which the user has agreed for the alternate product.

## **8 Installation Process:**

8.1 For installation (e.g. AC, LCD TV etc) user needs to contact the Customer Service desk of the respective brands and arrange for the same.

8.2 The standard booklets of the product are provided by the brand and are part of the packaging from the brand.

8.3 Any cost towards the installation would have to be borne by the user directly to the brand or to any assignee of the brand.

## **9 Warranties**

9.1 You expressly agree that use of the site is at your sole risk. None of BIW, its subsidiaries or affiliates or any of their respective employees, agents, vendors, third-party content providers or licensors or any of their officers, directors, employees or agents, warrant that use of the site will be uninterrupted, secure, virus-free or error free, nor do they make any warranty as to (a) the results that may be obtained from use of the site, or (b) the accuracy, completeness or reliability of (i) the content on the site, including, without limitation, Vendor offerings, products or other available programs, (ii) descriptions of vendor offerings, products or other available programs, or (iii) user content provided through the site. The site and all content, user content and other information contained on the site, vendor offerings, products and other available programs accessible or available through the site, are made accessible or available on an "as is" and "as available" basis. To the extent allowed by applicable law, BIW hereby disclaims any and all representations, warranties and conditions, whether express, implied, or statutory, as to the operation of the site or the content,

user content or other information contained on the site or the vendor offerings, products or other available programs accessible or available through the site, including, without limitation, those of title, non-infringement, non-interference, merchantability, suitability and fitness for a particular purpose, as well as warranties implied from a course of performance or course of dealing.

- 9.2 Warranties, if any are only provided by the product manufacturer, and the same information comes along with the product in question. BIW does not stand responsible for any such warranty.
- 9.3 Duplicate issuance of voucher will not be undertaken by the vendor in case of loss/damage by the User.
- 9.4 User can request for soft copy of the invoice (to claim the warranty) by writing an email to designated customer care inbox.

## **10 Limitation of Liability**

- 10.1 In no event shall BIW, its subsidiaries or affiliates or any of their respective employees, officers, directors, agents, vendors, partners, third-party content providers or licensors, or any of their officers, directors, employees or agents, be liable for any indirect, incidental, special, consequential, lost profit, lost business, or punitive damages arising out of, related to, or in connection with any of the following: (a) your use of the site, the content, user content, including, without limitation, any personal information, and any other information either contained in the site or submitted by you to the site; (b) your inability to use the site; (c) modification or removal of content submitted on the site; (d) the vendor offerings, products and other available programs accessible or available through the site; (e) any products or services other than vendor offerings ordered from a vendor; (f) these terms and conditions; or (g) any improper use of information you provide to the site, including, without limitation, any personal information.
- 10.2 In no event will there exist any liability on the part of BWI in connection with a vendor offering, product, and other available programs for defective product, or service, any loss arising out of or in relation to such defect, or in relation to the quality, purpose of manufacture or any other implied or express warranty whatsoever.

## **11 Customer Care:**

### **11.1 Damaged Item**

- In case of a damaged item, please do not accept the item from the courier.
- In case it is accepted the user must report to the helpdesk within 2 working days from the date of delivery, which will be followed by an investigation by the courier company. Investigation by the courier company takes 10 working days.

- If the item received through FedEx courier please open the box and check the condition of the product and accept if it is good condition.
- The item will be replaced in case the result of the investigation is in the favor of the user. Damaged item will be picked up from the user's address without any extra charges.
- The dispatch of the new piece will take 15 working days from the date of complaint resolution.

### **11.2 Goods Defective on Delivery:**

- In case of a defective (malfunction) good, request you to report to the helpdesk within 5 working days from the date of receipt.
- All branded items come with a warranty, thus repair and replacement will be provided by the brand.
- The users are requested to get in touch with the brand for repair/replacement. The booklet given with the item will have the details of the service station.

## **12 Shipment Returns to Origin (RTO)**

If product is found defective or if does not match the product ordered, you may return the product to us in the same condition as it was received by you. This process shall be termed return to origin. We shall re-dispatch a new product matching your order under the terms below:

- All returns to origin shall be dispatched within Three (3) days of receipt of the product in Question.
- Re-dispatch will be initiated once the original product is received and could take upto 15 working days from the date of receipt to dispatch the items.
- Re-dispatch might cause damage to goods. Users are requested to share the required additional details if any once RTO emails received from us to dispatch the item and avoid multiple dispatches. (needs clarity)
- Order (Item returned second time) will either be kept on hold till user reverts or cancelled (whichever ever holds good in that situation) (we should take a call and cancel and refund points if the item is returned again)

## **13 Returns Policy:**

**13.1** We want you 100% satisfied with your reward order. Therefore, we will gladly accept returns for any merchandise reward item provided is returned within 30 days of receipt (please read the exceptions below) and we will fully refund the points into your account.

**13.2** The following **EXCEPTIONS** apply to the **RETURN's** Policy:

- Apparel, cosmetics, or any consumable items that have been opened and removed from their original packaging, used or installed cannot be exchanged or returned.
- Event tickets, travel awards, gift vouchers, special orders or awards delivered electronically (downloaded, sent via email or SMS) such as e-books, gift vouchers, music, movies, and software cannot be exchanged or returned.

### **13.3 Conditions for returns:**

- All items to be returned or exchanged must be **unused** and in their original condition with all original tags and packaging intact and any seals (especially for software and mobile phones) should not be broken or tampered with.
- In case you had redeemed an item which had a free gift associated with it and you wish to return the item, please also return the free gift.
- Kindly pack the items securely to prevent any loss or damage during transit and send it to address shared by BIW customer service personnel. Once we receive the product from your end, we will do a quality check of the product at our end and if the product passes our quality check we will arrange for a replacement / alternative / cancellation / refund of points as opted by you. If the product does not pass the quality check we shall return it back to you.

## **14 Alteration of Service or Amendments to the Conditions**

We reserve the right to make changes to policies and these terms and conditions at any time. You will be subject to the policies and conditions in force at the time that you redeem/order goods, 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.

## **15 Cancellation**

Company reserves the right to cancel any order placed without assigning any cause or reason and points will be refunded to the account within a maximum of 5 working days from the time of order cancellation.

## **16 Intellectual property**

- 16.1 This website contains copyrighted material, trademarks, and other proprietary information, including, without limitation, text, software, photos, video, graphics, music and sound, and the entire contents of the Site are protected by copyright, trademark, and other intellectual property laws of various countries including India, USA, UK etc. BIW 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, in whole or in part.

- 16.2 Except as otherwise expressly stated under copyright law, no downloading, copying, redistribution, retransmission, publication or commercial exploitation of the content without the express permission of BIW 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.
- 16.3 BIW owns trademarks, registered and unregistered, in many countries and "BIW," the BIW logos and variations thereof found on the Site are trademarks owned by BIW, Inc. or its related entities and all use of these marks inures to the benefit of BIW. Other marks on the site not owned by BIW may be under license from the trademark owner thereof, in which case such license is for the exclusive benefit and use of BIW unless otherwise stated, or may be the property of their respective owners. You may not use BIW's name, logos, trademarks or brands, or trademarks or brands of others on the Site without BIW's express permission.

## **17 Infringement Reporting Procedures**

Infringement Reporting Procedures. If you own copyright, trademark, patent or other intellectual property rights ("IP Rights Owner"), or if you are an agent authorized to act on the IP Rights Owner's behalf ("Authorized Agent"), and you have a good faith belief that material or products on the Site infringe the IP Rights Owner's copyright, trademark, or other intellectual property right, and you would like to bring it to BIW's attention, you can report your concern(s) by submitting your complaint [here](#).

## **18 Privacy**

We respect your privacy and treat the privacy of your personal data very seriously. We encourage you to carefully review our Privacy Statement for important disclosures about ways that we may collect, use, and share personal data and your choices. Our Privacy Statement is incorporated in these Terms of Use, and available [here](#).

## **19 Indemnification**

- 19.1 You agree to defend, indemnify and hold harmless BIW, its subsidiaries and affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including, without limitation, lawyers fees, arising

out of, related to, or in connection with any of the following: (a) any Vendor Offerings or Products purchased by you through the Site or any additional products or services purchased or obtained by you from the Vendor; (b) any User Content submitted or posted by you, in connection with the Site, or any use of the Site in violation of these Terms and Condition or Terms of Use; (c) fraud you commit or your intentional misconduct or gross negligence; or (d) your violation of any applicable law or rights of a third-party.

- 19.2 You are solely responsible for your interactions with Vendors and other users of the website. To the extent permitted under applicable laws, you hereby release BIW from any and all claims or liability related to any product or service of a Vendor, regardless of whether such product or service is a Vendor Offering available through the Website, any action or inaction by a Vendor, including, without limitation, but not limited to any harm caused to you by action or inaction of a Vendor, a Vendor's failure to comply with applicable law and/or failure to abide by the terms of a Vendor Offering or any other product or service purchased or obtained by you from the Vendor, and any conduct, speech or User Content, whether online or offline, of any other third-party.

## **20 Severability:**

Should any term or condition in these Terms and Conditions, Terms of Use or Privacy Policy be construed to be illegal, unethical or opposed to public policy and be found to be inoperable for any reason whatsoever, such clause, article or term shall be struck down and these terms and condition shall survive and be applicable as if the said term, article or clause did not exist.

## **21 Force Majeure**

BIW 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. BIW shall be excused from performance under these Terms and Conditions, 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) weather conditions or other elements of nature or 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 major computer hardware or networks or software failures; or (g) other causes beyond the reasonable control of BIW.

## **22 Arbitration**

In the event of a dispute arising out of or relating to this contract, including any question regarding its existence, validity or termination, the parties shall first seek settlement of that dispute by mediation in accordance with the LCIA India

Mediation Rules, which Rules are deemed to be incorporated by reference into this clause.

If the dispute is not settled by mediation within Thirty [30] days of the appointment of the mediator, or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the LCIA India Arbitration Rules, which Rules are deemed to be incorporated by reference into this clause.

The language to be used in the mediation and in the arbitration shall be English.

The governing law of the contract shall be the substantive law of Karnataka and India.

In any arbitration commenced pursuant to this clause,

(i) the number of arbitrators shall be One; and

(ii) the seat, or legal place, of the arbitration shall be Bangalore, India.

### **23 Governing law and Jurisdiction**

These conditions and all of the terms of use, privacy policy are to be treated as part of one contract and are governed by and construed in accordance with the laws of India. You hereby agree to submit to the exclusive jurisdiction of the courts at Bangalore, Karnataka.

**By accessing this webpage, you have expressly agreed to the terms and conditions below and have agreed to be bound by them in addition to our [Privacy policy](#) and [terms of use](#) as available on this website. These terms, along with the [privacy](#) and the [terms of use](#) constitute the whole and complete contract between the user and BI Worldwide.**