

TERMS OF SERVICE AGREEMENT

Last Updated on 15/05/2020

Please read the terms of service agreement carefully. By using this website or ordering products from this website or partner ecommerce sites, you agree to be bound by all of the terms and conditions of this agreement.

This Terms of Service Agreement (the "Agreement") governs your use of this website, <https://www.tshirt-universe.com> (the "Website"), T-Shirt Universe's ("Business Name") offer of products for purchase on this Website or partner ecommerce sites, or your purchase of products available on this Website or partner ecommerce sites. This Agreement includes, and incorporates by this reference, the policies and guidelines referenced below. T-Shirt Universe reserves the right to change or revise the terms and conditions of this Agreement at any time by posting any changes or a revised Agreement on this Website. T-Shirt Universe will alert you of those changes or revisions that have been made by indicating on the top of this Agreement the date it was last revised. The changed or revised Agreement will be effective immediately after it is posted on this Website. Your use of the Website following the posting of any such changes or of a revised Agreement will constitute your acceptance of those changes or revisions. T-Shirt Universe encourages you to review this Agreement whenever you visit the Website to make sure that you understand the terms and conditions governing the use of the Website. This Agreement does not alter in any way the terms or conditions of any other written agreement you may have with T-Shirt Universe for its products or services. If you do not agree to this Agreement (including any referenced policies or guidelines), please immediately terminate your use of the Website. If you would like to print this Agreement, please click the print button on your browser toolbar.

I. PRODUCTS

Terms of Offer. This Website offers for sale certain products (the "Products"). By placing an order for Products through this Website or partner ecommerce sites, you agree to the terms set forth in this Agreement.

Customer Solicitation: Unless you notify our third party call center reps or direct T-Shirt Universe sales reps, while they are calling you, of your desire to opt out from further direct company communications and solicitations, you are agreeing to continue to receive further emails and call solicitations from T-Shirt Universe and its designated in house or third party call team(s).

Opt Out Procedure: We provide 3 easy ways to opt out from future solicitations.

1. You may use the opt out link found in any email solicitation that you may receive.

2. You may also choose to opt out, via sending your email address to: sales@tshirt-universe.com.

3. Call us at our numbers available on “Contact us” page

Proprietary Rights. T-Shirt Universe has proprietary rights and trade secrets in its Products. You may not copy, reproduce, resell or redistribute any Product manufactured and/or distributed by T-Shirt Universe unless you are an authorized reseller who has entered into an agreement with T-Shirt Universe. T-Shirt Universe also has rights to all trademarks and trade dress and specific layouts of this webpage, including calls to action, text placement, images and other information.

II. WEBSITE

T-Shirt Universe contains links to third party websites and partner ecommerce sites. T-Shirt Universe is not responsible for the content on these third-party sites or any damage that may result from your access to or reliance on these third-party websites. If you access any of these third-party websites, you will do so at your own risk.

Use of Website: T-Shirt Universe is not responsible for any damages resulting from use of this website by anyone. You will not use the Website for illegal purposes. You will (1) abide by all applicable local, state, national, and international laws and regulations in your use of the Website (including laws regarding intellectual property), (2) not interfere with or disrupt the use and enjoyment of the Website by other users, (3) not resell merchandise available on the Website (unless you are authorized to do so), (4) not engage, directly or indirectly, in transmission of "spam", chain letters, junk mail or any other type of unsolicited communication, and (5) not defame, harass, abuse, or disrupt other users of the Website.

By using this Website, you are granted a limited, non-exclusive, non-transferable right to use the content and materials on the Website. Unless otherwise stated, T-Shirt Universe owns the intellectual property rights for all material on T-Shirt Universe. All intellectual property rights are reserved. You may view and/or print pages from <https://www.tshirt-universe.com> for your own personal use subject to restrictions set in these terms and conditions. You must not:

- I. Republish material from <https://www.tshirt-universe.com>.
- II. Sell, rent or sub-license material from <https://www.tshirt-universe.com>.
- III. Reproduce, duplicate or copy material from <https://www.tshirt-universe.com>.
- IV. Redistribute content from T-Shirt Universe (unless content is specifically made for redistribution).

III. DISCLAIMER OF WARRANTIES

Your use of this website and/or products are at your sole risk. The website and products are offered on an "as is" and "as available" basis. T-Shirt Universe expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement with respect to the products or website content, or any reliance upon or use of the website content or products. Without limiting the generality of the foregoing, T-shirt universe makes no warranty:

- That the information provided on this website is accurate, reliable, complete, or timely.
- That the links to third-party websites are accurate, reliable, complete, or timely.
- Regarding any products purchased or obtained through the website or partner ecommerce sites.

No advice or information, whether oral or written, obtained by you from this website will create any warranty not expressly stated herein.

Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you.

IV. LIMITATION OF LIABILITY

T-Shirt Universe's entire liability, and your exclusive remedy, in law, in equity, or otherwise, with respect to the website content and products and/or for any breach of this agreement is solely limited to the amount you paid, less shipping and handling, for products purchased via the website or partner ecommerce sites.

T-shirt universe will not be liable for any direct, indirect, incidental, special or consequential damages in connection with this agreement or the products in any manner, including liabilities resulting from (1) the use or the inability to use the website content or products; (2) the cost of procuring substitute products or content; (3) any products purchased or obtained or transactions entered into through this website or partner ecommerce sites; or (4) any lost profits you allege. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages so some of the above limitations may not apply to you.

V. INDEMNIFICATION You will release, indemnify, defend and hold harmless T-Shirt Universe, and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising out of (1) this Agreement or the breach of your warranties, representations and obligations under this Agreement; (2) the Website content or your use of the Website content; (3) the Products or your use of the Products (including Trial Products); (4) any intellectual property or other proprietary right of any person or entity; (5) your violation of any provision of this Agreement; or (6) any information or data you supplied to T-Shirt Universe. When T-Shirt Universe is threatened with suit or sued by a third party, T-Shirt Universe may seek written assurances from you concerning your promise to indemnify T-Shirt Universe; your failure to provide such assurances may be considered by

T-Shirt Universe to be a material breach of this Agreement. T-Shirt Universe will have the right to participate in any defense by you of a third-party claim related to your use of any of the Website content or Products, with counsel of T-Shirt Universe choice at its expense. T-Shirt Universe will reasonably cooperate in any defense by you of a third-party claim at your request and expense. You will have sole responsibility to defend T-Shirt Universe against any claim, but you must receive T-Shirt Universe prior written consent regarding any related settlement. The terms of this provision will survive any termination or cancellation of this Agreement or your use of the Website or Products.

VI. PRIVACY T-Shirt Universe believes strongly in protecting user privacy and providing you with notice of its use of data. Please refer to T-Shirt Universe privacy policy, incorporated by reference herein, that is posted on the Website.

VI. AGREEMENT TO BE BOUND By using this Website or ordering Products, you acknowledge that you have read and agree to be bound by this Agreement and all terms and conditions on this Website.

VIII. GENERAL Force Majeure. T-Shirt Universe will not be deemed in default hereunder or held responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, pandemic, act of God, war, terrorism, armed conflict, labor strike, lockout, or boycott.

Cessation of Operation. T-Shirt Universe may at any time, in its sole discretion and without advance notice to you, cease operation of the Website and distribution of the Products.

Entire Agreement. This Agreement comprises the entire agreement between you and T-Shirt Universe and supersedes any prior agreements pertaining to the subject matter contained herein.

Effect of Waiver. The failure of T-Shirt Universe to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

Governing Law & Jurisdiction.

This Agreement will be governed by the laws of the State of Karnataka. By using this Website or ordering Products, you consent to the jurisdiction and venue of the courts of Karnataka in connection with any action, suit, proceeding or claim arising under or by reason of this Agreement.

Statute of Limitation. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website or Products or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Waiver of Class Action Rights.

By entering into this agreement, you hereby irrevocably waive any right you may have to join claims with others in the form of a class action or similar procedural device. Any claims arising out of, relating to, or connection with this agreement must be asserted individually.

Termination. T-Shirt Universe reserves the right to terminate your access to the Website if it reasonably believes, in its sole discretion, that you have breached any of the terms and conditions of this Agreement. Following termination, you will not be permitted to use the Website and T-Shirt Universe may, in its sole discretion and without advance notice to you, cancel any outstanding orders for Products. If your access to the Website is terminated, T-Shirt Universe reserves the right to exercise whatever means it deems necessary to prevent unauthorized access of the Website. This Agreement will survive indefinitely unless and until T-Shirt Universe chooses, in its sole discretion and without advance to you, to terminate it.

Domestic Use. T-Shirt Universe makes no representation that the Website or Products are appropriate or available for use in locations outside India. Users who access the Website from outside India do so at their own risk and initiative and must bear all responsibility for compliance with any applicable local laws.

Assignment. You may not assign your rights and obligations under this Agreement to anyone. T-Shirt Universe may assign its rights and obligations under this Agreement in its sole discretion and without advance notice to you.

BY USING THIS WEBSITE OR ORDERING PRODUCTS FROM THIS WEBSITE OR OUR ECOMMERCE PARTNERS, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.