

OVERVIEW

This App and Website is operated by SILVERBOX Jewellery. Throughout the site and in this page, the terms “we”, “us” and “our” refer to SILVERBOX Jewellery. SILVERBOX Jewellery offers this website as well as app, including all information, tools and services available from this site or app to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site or app, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website and app. By accessing or using any part of the site and app, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website and app or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website and app. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Website and App following the posting of any changes constitutes acceptance of those changes.

SECTION 1 - ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the Website and App through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the

sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

SECTION 5 - PRODUCTS OR SERVICES (if applicable)

Certain products or services may be available exclusively online through the Website and App. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we will make our best attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

SECTION 7 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the Website and App (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

SECTION 8 - THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties. Third-party links on this site may direct you to third-party Website and App that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or Website and Apps, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites and App. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 9 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related Website and App. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 10 - PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy.

SECTION 11 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related Website and App is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related Website and App, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related Website and App, should be taken to indicate that all information in the Service or on any related Website and App has been modified or updated.

SECTION 12 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related Website and App, other Website and App, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related Website and App, other Website and App, or the Internet. We reserve the right to terminate your use of the Service or any related Website and App for violating any of the prohibited uses.

SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. Only warranties explicitly set out in the relevant product page shall apply to said product. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall SILVERBOX Jewelry, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss

or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 14 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless SILVERBOX Jewelry and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 15 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 16 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 17 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 18 - GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of India without regard to its conflict of laws principles. Disputes, if any, shall be subject to the jurisdiction of the courts located in Salem, India.

SECTION 19 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our Website and App. It is your responsibility to check our Website and App periodically for changes. Your continued use of or access to our Website and App or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 20 - FORCE MAJEURE

We are not liable for any delay in the performance or non-performance of any of our obligations hereunder and shall not be liable for any loss or damages caused thereby where the same is occasioned by any cause whatsoever that is beyond our control including but not limited to an act of God, war, civil disturbance, riots, strikes, lock-outs, governmental or parliamentary restrictions, prohibitions or enactments of any kind, pandemic, import or export regulations, exchange control regulations or accident or non-availability/ delay in transport.

SECTION 21 - WEBSITE AND APP CONTENT

SILVERBOX reserves all intellectual property rights in all text, programs, products, processes, technology, content images, photographs, videos, video clips, music clips, illustrations, designs, icons, programs, downloads and any other materials (collectively "Content"), which appear on this Website and App. Access to this Website and App does not authorize anyone to use any Content, name, logo or mark in any manner. You may print or download the Contents displayed on the Website and App for your personal and non-commercial use only. No right, title or interest in any Content is transferred to you as a result of any such downloading, printing or copying. You will not reproduce, publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Content of the Website and App or any related software. All software used on this Website and App is the property of SILVERBOX or its licensors/suppliers and they are protected by Indian and international copyright laws.

SECTION 22 - DISCLAIMER

This Website and App, the materials and content contained therein and the products and services provided or in connection therewith are provided on an "AS IS" basis without warranties of any kind, either express or implied, except as expressly provided to the contrary in a writing by SilverBox, if any. SilverBox disclaims all other warranties, express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement as to the information, content, and materials on our Website and App. SilverBox specifically does not represent or warrant that the Website and App materials or any portion of our services are accurate, complete, reliable, current or error-free. SilverBox does not represent or warrant that the Website and App or its servers are free of viruses or other harmful components.

All products and the information displayed on the Website and App constitute an invitation to offer. Your order for purchase constitutes your offer which shall be subject to these Terms and Conditions. We reserve the right to accept or reject your offer in part or in full. Our acceptance of your order will take place upon the dispatch of the product(s) ordered. Dispatch of product(s) ordered, may or may not happen at the same time. In such a scenario, that portion of the order which has been dispatched will be deemed to have been accepted by us and the balance would continue to be an offer to us and we reserve the right to either accept or reject the balance offer. No act or omission of SilverBox prior to the actual dispatch of the product(s) ordered will constitute acceptance of your offer. If you have provided us with

your email address, we will notify you by email as soon as possible to confirm receipt of your order and confirm dispatch and therefore, acceptance of the order thereafter.

We have made every effort to display the colors and sizes of our products that appear on our Website and App as accurately as possible. However, as the actual colours you see will depend on your monitor. We cannot guarantee that your monitor's display of any colour will accurately reflect the colour of the product on delivery. Packaging of the product may vary from that displayed on the Website and App.

If any part of this site disclaimer is found to be invalid by law, the rest of them remain valid and enforceable.

SECTION 23 - FRAUDULENT TRANSACTIONS

SilverBox reserves the right to recover the cost of goods, collection charges, damages caused to SilverBox and legal expenses from persons using this Website fraudulently. SilverBox reserves the right to initiate legal proceedings against such persons for fraudulent use of the Website and App and any other unlawful acts or acts or omissions in breach of these Terms and Conditions

SECTION 24 - ELIGIBILITY CRITERIA

If you are below 18 years of age, you are prohibited to use/purchase/contract from or with this Website and App. Persons who are incompetent to contract within the meaning of the Indian Contract Act, 1872 are not eligible to use or transact through this Website and App.

Those who choose to access this Website and App from outside India are responsible for compliance with local laws to the extent local laws are applicable.

SECTION 25 - CANCELLATION BY SILVERBOX

There may be certain orders that SilverBox cannot accept, and therefore, we reserve the right, at our sole discretion, to refuse or cancel any order. Some reasons may include limitation on quantity available for purchase, errors in pricing or product information or certain issues identified by our fraud avoidance department or any other issue which SilverBox identifies for not accepting the order. In case if any Indian states prohibit direct sale of merchandise from other states and require special documentation to effect such a sale without dual taxation, if we receive an order from such states or to be delivered to such states under such circumstances we retain the right to accept or reject the order.

We also reserve the right to ask for additional information for accepting orders in certain cases. We will notify you in case your order has been canceled fully or partially or if any additional information is required to accept your order.

SECTION 26 - CANCELLATION BY CUSTOMER

You can cancel at the time of choosing product in whatsapp or you can message us on whatsapp

SECTION 27 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at silverbox.salem@gmail.com

Our address is Salem , TamilNadu.