

Terms & Conditions

We value the trust you place in Catwalk Worldwide Pvt. Ltd. That's why we insist upon you reading these terms and conditions carefully before availing the services of its stores and _____ website (the "Website" or "Catwalk"), offers, sales, memberships, including all information, tools and services available from this site to enable our customers to be fully informed of our Privacy Policies. The Privacy Policy stated as a link on this website shall form part of these Terms and Conditions. Upon acceptance of these Terms and Conditions, you shall have deemed to accept these said Privacy Policy. You represent that you possess the legal right and ability to create binding obligations. Catwalk reserves the right to refuse service, or cancel orders in its sole discretion.

A. Privacy Policy

The privacy practices of CATWALK are explained in our Privacy Policy, which governs and regulates your visit to the stores and this website. Use of this website and the services of our stores implies that you have read the Privacy Policy and agree to be bound by and unconditionally accept its terms and conditions. You also consent to the use of your personal information by CATWALK in accordance with the Privacy Policy, as may be amended from time to time.

B. Product Information

It is our continuous endeavor at CATWALK to ensure that the products are fairly described, that the product information is correct, and that the colours and get up

of our products are displayed as accurately as possible. However, as the actual colours or get up you see will vary with the picture quality or images used for representational purposes and we cannot guarantee that the images will accurately reflect the colour or get up or any other description of the product requested on delivery. CATWALK does not represent and warrant that product descriptions, photograph, get up or other description of the product or the content of this site are accurate, complete or error-free.

We are entitled to alter, amend or discontinue any material from our stores and website at any time, and we will not be liable for altering, amending or discontinuing or not storing any material or contents that you may transmit to us.

C. Refund & Returns

Catwalk prides itself in making quality products that caters to the soul of its customers. However, there may be instances wherein a particular product which is purchased from any of the stand-alone stores of Catwalk can be have a manufacturing defect but not “wear and tear”. In the event of a manufacturing defect, we follow a 7-day exchange policy where you can exchange the defected pair subject to the submission of the original bill. We strictly follow a “No Refund” Policy and under no circumstances will a refund be initiated. The customer is duty bound to inspect the products for any manufacturing defects at the time of the purchase. Furthermore, products bought from Catwalk’s Exclusive stores will be exchanged/ refunded at the its exclusive stores only.

Catwalk provides a 180-day warrant period from the date of the purchase. The products under warranty period will be provided repairing services subject to

the submission of the original bill and complete accessories. Customers are requested to collect their repaired shoes within 30 days from the delivery date mentioned by the customer service. Catwalk does not hold any responsibility for shoes not collected within that period. Catwalk will do its best to meet the Delivery date promised, however in case of unexpected delays. Catwalk cannot be held responsible. Repair services are provided as an additional service by Catwalk and are subject to the discretion of the Management. Advantage Catwalk customers may check the repair status of their shoes at www.Catwalkworldwide.co.in.

Catwalk does not provide any guarantee or warranty on sole for FOOTPRINT marks. No guarantee and warranty is provided on any types of beads, stones and sequences. The exchange and repair services are not available on sale products. Catwalk reserves complete discretion in providing exchange and repair services on non-sale products. NO WARRANTY AND GUARANTEE ARE PROVIDED ON SALE PRODUCTS.

D. Limitation of Liability

CATWALK shall not be liable for any damage, either direct or indirect, incidental or consequential, for use of or inability to use material, products or services of any kind that is offered or to provide indemnity or any other remedy to you or any third party. You shall fully indemnify, keep indemnified, defend and hold harmless Catwalk Worldwide Pvt. Ltd. and "Catwalk", their shareholders, subsidiaries, affiliates, third-parties and their respective shareholders, officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed

due to or arising out of your breach of these Terms & Conditions or any rules and policies contained herein, or your violation of any law, rules or regulations or the rights of a third party

E. Exclusion of Warranties

CATWALK does not warrant or represent that its stores and this website will be uninterrupted or error free or that any information, data, content, software or other material accessible through their stores or website will be free from bugs, viruses, worms, trojan horses or other harmful components. Information on this website and stores is provided to you on "as is", "with all faults" and without warranties of any kind whether express or implied.

F. Copyrights and Trademarks

Materials in the stand-alone stores, franchisees, third party sellers, website, including texts, images, illustrations, software, audio clips and video clips, are owned and or provided by CATWALK. The material on this website and all the stores of Catwalk is protected by the Copyright Act (or the equivalent thereof) and by virtue of the applicable Intellectual Property Laws and international treaties. Consequently, the material on this website and in its stores should not be copied, reproduced, republished, downloaded, posted, transmitted, distributed or modified, in whole or in part in any form whatsoever, directly or indirectly, including but not limited to text, audio or video, text, photographs, images, designs, get up etc. The trademarks/trade name CATWALK, logos and service marks Catwalk (collectively, "Marks") displayed on this website, in the stores and on the products are the registered or unregistered Marks of CATWALK, the other marks on the web site and logos and service marks are the property of their

respective owners and should not be used in any manner, directly or indirectly. Nothing in this website is to be interpreted as conferring a right to use the Marks or the material protected by the Copyright Act (or the equivalent thereof).

G. Electronic Communications

When you visit this website or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

H. Surveillance

CATWALK may monitor the movement in its standalone stores and other activities in relation to the stores and may intervene in this regard. There are CCTV cameras installed in all the stores owned by Catwalk for security reasons and Customers are expected to note that their movements are captured in such cameras for their own safety. Catwalk may intervene in its own discretion or when required by the law to do so You consent to such surveillance and intervention, if CATWALK ever decides to do it.

I. Confidentiality

You acknowledge that information or material which you provide manually or electronically is not confidential or proprietary, except as may be required under applicable law or pursuant to the privacy policy of CATWALK. You also

acknowledge that unprotected e-mail communication over the Internet is subject to possible interception, alteration or loss. You represent and warrant that the information or material which you provide electronically to CATWALK or that maybe collected by Catwalk does not infringe the rights of any other person or entity. You consent to CATWALK using that information or material, in whole or in part by any means whatsoever, including reproducing, retransmitting or publishing this information or material or ideas, concepts or other information contained therein for the commercial purposes of CATWALK. You also consent to the disclosure of your identity, in accordance with the Privacy Policy of CATWALK.

J. Reserve of Rights

All rights not expressly granted in these terms are reserved to CATWALK. Nothing contained in these terms shall be construed as conferring by implication, estoppel or otherwise any license or right under any copyright, patent, trademark or other intellectual property right of CATWALK or any other person or to you.

K. Dispute Resolutions by Arbitration

Any dispute or claim arising between us out of use of any of the services and products of Catwalk, including the applicability or scope of this arbitration clause shall be referred to and finally resolved by a Sole Arbitrator appointed by CATWALK, to the exclusion of courts of law, in accordance with the Indian Arbitration & Conciliation Act, 1996. However, before you submit a claim for arbitration, you must first contact customer service representative at CATWALK

and give him an opportunity to resolve the dispute. Similarly, before CATWALK takes a dispute to arbitration, it must first attempt to resolve it by contacting you. The aggrieved party has to first send a legal notice bearing a time frame of 30 days and upon the failure of the other party to comply with such notice, the matter is to be referred to arbitration. If the dispute cannot be satisfactorily resolved within sixty 30 days from the date of the legal notice, the aggrieved party wherein the customer is aggrieved may inform CATWALK to appoint Arbitrator to resolve the dispute and CATWALK shall within 15 days from the receipt of such intimation shall appoint the Sole Arbitrator to resolve the dispute. The venue of the Arbitration shall be at Mumbai wherein the head office of Catwalk is situated and the language of the Arbitration shall be English and the applicable Law shall be the Laws of India. The Arbitration cost is to be borne by the aggrieved party. Any award rendered pursuant to the arbitration shall be final and binding on both parties and shall have the same effect as that of an order of the Courts of law. No appeal shall lie from such award. Such award may be rendered enforceable and executory by any court having jurisdiction over the person or the property of the person against whom enforcement of the award is sought.

Notwithstanding the provisions in this Clause, CATWALK shall have the right to seek and obtain any injunctive, provisional or interim relief from any court of competent jurisdiction to protect its trade-mark or other intellectual property rights or confidential information etc.

L. Governing Law

All Catwalk stores are controlled and operated from its Headquarters in Mumbai, India and these terms, and any transaction conducted in it shall be

governed by the applicable Indian laws without reference to principles of conflict of laws. Products sold or delivered abroad through the stores shall be subject to export control laws and regulations of India.

M. No Waiver

The failure of CATWALK to enforce any provisions of these terms or to respond to a breach by you or any third party of these terms shall not in any way waive the right of CATWALK to subsequently enforce any of the terms and conditions contained herein or to act with respect to similar breaches.

N. Changes to Terms / Severability

CATWALK may modify, update or otherwise change the terms applicable to its stores and business models from time to time. Following the posting of such change, your continued use of this site will constitute your acceptance of the terms, as modified. If any one of these terms shall be deemed invalid, void, or for any reason unenforceable, such terms shall be deemed severable and shall not affect the validity and enforceability of remaining terms.

O. Entire Agreement

These terms or conditions incorporated or referred to herein including the Privacy Policy, Grievance Redressal Policy and Online Policy constitute the entire agreement amongst us with respect to the use of the products of Catwalk and any transaction conducted therein and its contents, and supersede any prior understanding or agreement (whether electronic, oral or written).

P. Termination

CATWALK reserves the right, at its sole discretion, to terminate your access to all or any of its products and services, with or without notice.

CATWALK reserves the right to terminate/temporarily deactivate any promotions, sales, memberships, etc. without prior notice.

Q. Headings

The headings used herein are inserted for convenience of reference only and do not affect the construction or interpretation of the terms and conditions herein.

21. SMS or Email Updates

Catwalk Shoes has the right to use the customer contact information for our own marketing purposes. We may send regular SMS and Email updates to the registered mobile numbers and email Ids registered with us.

Notwithstanding the foregoing, any additional terms and conditions on this site will govern the items to which they apply. Catwalk Worldwide Pvt. Ltd. may revise these Terms & Conditions at any time.