

ABOUT US

When you use our Website, we collect and store your personal information which is provided by you from time to time. Our primary goal in doing so is to provide you a safe, efficient, smooth and customized experience. This allows us to provide services and features that most likely meet your needs, and to customize our website to make your experience safer and easier. More importantly, while doing so, we collect personal information from you that we consider necessary for achieving this purpose.

Below are some of the ways in which we collect and store your information.

We receive and store any information you enter on our website or give us in any other way. We use the information that you provide for such purposes as responding to your requests, customizing future shopping for you, improving our stores, and communicating with you.

We also store certain types of information whenever you interact with us. For example, like many websites, we use "cookies," and we obtain certain types of information when your web browser accesses deltamallbd.com or advertisements and other content served by or on behalf of deltamallbd.com on other websites.

To help us make e-mails more useful and interesting, we often receive a confirmation when you open e-mail from delta Mall BD if your computer supports such capabilities.

Information about our customers is an important part of our business, and we are not in the business of selling it to others.

We release account and other personal information when we believe release is appropriate to comply with the law; enforce or apply our Terms of Use and other agreements; or protect the rights, property, or safety of deltamallbd.com, our users, or others. This includes exchanging information with other companies and organizations for fraud protection.

Terms of Use

1. Welcome to Delta Mall BD (deltamallbd.com) provides access to the deltamallbd.com website or the mobile application/app or any other media ("Website") to you subject to the terms and conditions ("Terms") set out on this page. By using the Website, you, a registered or guest user in terms of the

eligibility criteria set out herein (“User”) agree to be bound by the Terms. Please read them carefully as your continued usage of the Website, you signify your agreement to be bound by these Terms. If you do not want to be bound by the Terms, you must not subscribe to or use the Website or our services.

2. By impliedly or expressly accepting these Terms, you also accept and agree to be bound by deltamallbd.com Policies (including but not to Privacy Policy available at <https://www.deltamallbd.com> as amended from time to time.

3. In these Terms, references to "you", "User" shall mean the end user/customer accessing the Website, its contents and using the Services offered through the Website. References to the “Website”, "deltamallbd.com", “deltamallbd.com ”, "we", "us" and "our" shall mean the Website and/or deltamallbd.com

4. The contents set out herein form an electronic record in terms of তথ্যওযোগাযোগপ্রযুক্তিআইন, ২০০৬” and (Information & Communication Technology Act, 2006) and “Digital E Commerce porichalona Nirdeshekha 2021” rules there under as applicable and as amended from time to time. As such, this document does not require any physical or digital signatures and forms a valid and binding agreement between the Website and the User.

5. The Website is operated by deltamallbd.com a company incorporated under the laws of Bangladesh. All references to the Website in these Terms shall deem to refer to the aforesaid entity in inclusion of the online portal.

6. This Website may also contain links to other websites, which are not operated by deltamallbd.com, and deltamallbd.com has no control over the linked sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the linked sites will be subject to the terms of use and service contained within each such site.

7. We reserve the right to change these Terms at any time. Such changes will be effective when posted on the Website. By continuing to use the Website after we post any such changes, you accept the Terms as modified.

8. These Terms will continue to apply until terminated by either your deltamallbd.com in accordance with the terms set out below:

9. The agreement with deltamallbd.com can be terminated by (i) not accessing the Website; or (ii) closing Your Account, if such option has been made available to you.

10. Notwithstanding the foregoing, these provisions set out in these Terms which by their very nature survive are meant to survive termination, shall survive the termination / expiry of this agreement.

PRIVACY POLICY

PREAMBLE

Delta Mall BD, the largest growing E-Commerce site in Asia is committed to protecting your privacy and respect and uphold your rights under the Laws of peoples' Republic of Bangladesh contained in 'The Digital Security Act, 2018', 'The Data Protection Act, 2018', 'ICT Act, 2006'. By using this website or providing us with your personal information, you agree to and consent to the collection, use, holding and disclosure of the personal information by Delta Mall BD, provided by you, as set out in this policy. We act in our customers' interest and are transparent about the processing of your personal data. Our Policy explains how to contact us if you have any questions about the management of your personal information or would like to access the personal information, we hold about you.

In this Policy, "Delta Mall BD", "we", "our", "us" means Delta Mall BD. (And all its subsidiaries) with its registered office at Flat –Kalshi Main Road,Rupnagar, Dhaka, Bangladesh. And we may amend this Policy at any time by posting the updated version on our website.

INFORMATION TYPE COLLECTED BY DELTA MALL BD

Generally, the information we collect about customers includes your name, home or work address, delivery address, phone number, payment, credit and billing information, and e-mail addresses. In some instances, we may also collect your ID, such as a 'Driver's License', 'NID'. We also collect demographic information, which is not unique to you, such as your postcode, age, gender and shopping preferences, interests and favorites. When you visit our websites, we may also collect information about your computer, including your IP address.

We also collect information about your use of our website using cookies. You can choose to decline cookies, but if you do so, you may not be able to fully experience our online interactive features. We may also collect additional information about customers, including purchase history, location and

preferences, either directly, or through our business partners (including, who administer our store or other kinds of cards).

We also collect information about:

Suppliers/Vendors & their Employees (including business name and address, contact details, and employee names, birthdates, addresses and working conditions (including hours and salaries); and Potential Employees (including names, addresses, contact details, employment and academic histories and the names of their referees).

Ordinarily, customers can purchase goods from us without disclosing personal information, but in this situation, we may not be able to provide you with the full range of services available.

PERSONAL INFORMATION

Personal information is information or an opinion about an individual whose identity is apparent, or can be reasonably ascertained, from that information or opinion. Personal information we may collect from you includes, without limitation, your name, address, email address, telephone number(s) and date of birth.

Personal information also includes credit information. Credit information is personal information or an opinion about you that has a bearing on credit that has been provided to you or that you have applied for.

Credit information includes information about credit that was applied for or provided to you for domestic, household, personal or other investment purposes as well as information about you where you are a guarantor of a loan.

COLLECTION GATEWAY

Delta Mall BD will collect personal information and all other necessary information only by lawful and fair means and not in an unreasonably intrusive way. If it is reasonable and practical to do so, Delta Mall BD will only collect personal information about you directly from you. Delta Mall BD may collect your personal information from reputable third party lead generation sources for marketing purposes, but only where you have consented to the disclosure of your information to Delta Mall BD and for Delta Mall BD to send you marketing communications. Delta Mall BD will not collect personal information unless the information is reasonably necessary for our functions and activities.

Personal information may be collected by Delta Mall BD in a number of circumstances, including when you:

Make an enquiry with us via email or telephone; Visit our websites; Lodge an enquiry or application in relation to any Delta Mall BD products or services; or Apply for employment with Delta mall BD.

Delta Mall BD may enter into arrangements with ‘Third Parties’ (including Third Parties with whom Delta Mall BD has partnered to provide you with its various products or services using the (Delta Mall BD Brand) to collect your personal information in circumstances where the Third Party notifies you, at the time of collection, that your personal information will be provided to Delta Mall BD. If you are applying for a product or service offered on deltamallbd.com Delta Mall BD or our third party partners may also collect credit-related personal information about you as a result of credit checks that third parties carry out in connection with your application.

The kinds of credit-related personal information Delta Mall BD may collect about you includes:

information about your identity; information about consumer credit loans that you currently have applied for including: repayment history information; the type and amount of credit sought in each application; default and payment information; information about any court proceedings; credit eligibility information, which is credit reporting information supplied to us by a credit reporting body, and any information that we derive from it.

If you use a pseudonym when dealing with us or you do not provide identifiable information Delta Mall BD may not be able to provide you with any or all of our services as requested. If you wish to remain anonymous when you use our website do not sign into it or provide any information that might identify you.

Delta Mall BD requires individuals to provide accurate, up-to-date and complete personal information at the time it is collected.

SCOPE AND USAGE OF PERSONAL INFORMATION

In addition to any purpose notified to you at the time of collection Delta Mall BD uses your personal information for the purpose for which it has been provided, for reasonably related secondary purposes and for the purposes of:

Providing our products and services to you; Providing Delta Mall BD branded products and services that are provided by our third party partners; Our internal management needs; Our marketing activities, including marketing activities relating to Delta Mall BD branded products and services that are provided by our third-party partners; Responding to any inquiries or comments that you submit to us; Assessing, processing and managing your applications for products and services or Delta Mall BD arranged products and services offered by our third-party partners, including to assess your credit risk and our risk; Any other purpose you have consented to; and Any use which is required or authorized by Laws of Peoples’ Republic of Bangladesh.

DISCLOSURE SCOPES

Delta Mall BD may disclose your personal information

To third-parties we ordinarily engage for the above purposes; Organizations that provide products or services used or marketed by Delta Mall BD; Any person or entity to whom you have consented to Delta Mall BD disclosing your personal

information to; and Any person or entity to whom we are required or authorized to disclose your personal information to in accordance with the law.

ACCESS AND MANAGEMENT

You may request access to your personal information in our customer account database, or seek correction of it, by contacting our customer service team. Delta Mall BD, upon situation and necessity, may charge a reasonable fee that is not excessive to cover the charges of retrieving your personal information from our customer account database. Delta mall BD will not charge you for making the request.

If you believe that Delta Mall BD holds personal information about you in our customer account database that is not accurate, complete, up-to-date, and relevant or information that is misleading then you may request its amendment and Delta mall BD will respond to your request within a reasonable time. Delta Mall BD will not charge you for correcting your personal information.

If Delta Mall BD no longer needs your personal information for any the purposes set out in this policy, or as otherwise required by Law, Delta Mall BD will take such steps as are reasonable in the circumstances to destroy the information or to de-identify it.

Delta Mall BD will take reasonable steps to protect the personal information it holds from misuse, interference and loss and from unauthorized access, modification or disclosure.

OPTING OUT / UNSUBSCRIBE

At any time you may opt out of receiving marketing communications from us. Unless you opt out, your consent to receive direct marketing communications from us and to the handling of your personal information as detailed above, will continue. Each of our marketing emails will have an unsubscribe function which will allow you to unsubscribe from all future marketing communications. All of our marketing SMS messages will also contain an unsubscribe feature. Outside of these channels, you can opt out from receiving marketing communications at any time by emailing to info@deltamallbd.com

CROSS-BORDER DISCLOSURE

Delta Mall BD may disclose your personal information to recipients overseas to assist Delta Mall BD in providing you with products or services.

Delta Mall BD will take such steps as are reasonable in the circumstances to ensure that the information that is transferred to third parties located outside of Bangladesh will not be held, used or disclosed by the recipient of the information in a manner that is inconsistent with the privacy principles as per the Laws of Peoples' Republic of Bangladesh.

WHERE TO CONTACT

If you require further information regarding this policy or wish to make a complaint about a breach of the APPs by Delta Mall BD, please contact us at info@deltamallbd.com or visit our office at above mentioned given address. A senior member of staff will review your complaint within 7-10 business days (maximum) and respond to you in writing advising what action(s) Delta Mall BD will take as a result of your complaint.

DELTA MALL BD WEBSITE

when transmitting personal information from your computer to a Delta Mall BD website or to a Delta Mall BD branded website operated by one of our third party partners, you must keep in mind that the transmission of information over the Internet is not always completely secure or error-free. Other than liability that cannot lawfully be excluded, Delta Mall BD will not be liable in any way in relation to any breach of security or any unintended loss or disclosure of that information.

Delta Mall BD operated websites and Delta Mall BD branded websites operated by our third party partners may use "cookies" to help personalize your online experience and save you time. You have the ability to accept or decline cookies. If you choose to decline cookies, you may not be able to fully experience the interactive features of the Delta Mall BD website.

MISCELLANEOUS

Delta Mall BD reserves the right to modify this Privacy Policy in whole or in part from time to time without notice and amendments will be effective immediately upon posting of the amended Privacy Policy on the Delta Mall BD website.

REFUND POLICY

Conditions for Returns:

1.1 The product must be unused, unworn, unwashed and without any flaws. Fashion products can be tried on to see if they fit and will still be considered unworn.

1.2 The product must include the original tags, user manual, warranty cards, freebies and accessories.

1.3 The product must be returned in the original and undamaged manufacturer packaging / box. If the product was delivered in a second layer of Delta Mall BD packaging, it must be returned in the same condition with return shipping label attached. Do not put tape or stickers on the manufacturer's box.

Returns & Replacement Policy:

2.1 All products listed under a particular category may not have the same return/replacement period.

2.2 Promotion may or may not follow this policy.

2.3 Replacement Period after Delivery is applicable if product received is Defective or damaged or not as described.

2.4 If you have received a damaged or defective product or if it is not as described, you can raise a replacement request on the Website/App or making direct call to our customer care within the applicable Return Policy period. For all Electronics and Appliance's Category: If any manufacturing defeats then you can replace within 72 hours from the date of product received.

Refund Payment:

3.1 It will be done only in 2 case...

- **If customer cancel the product.**
- **If Delta Mall BD is not able to fulfill the order.**

3.2 In a rare event of the replacement being defective/damaged or not as described on the product page, a full refund will be provided by the seller once they receive the product.

For products where installation is provided by Delta Mall BD:

4.1 Please do not open the product packaging by yourself. Delta Mall BD authorized personnel shall help in unboxing and installation of the product where applicable.

4.2 The return period for such products commences from the date of installation.

Returns Processing:

5.1 If you're facing any issues with a product purchased on Delta Mall BD, we shall help by verifying and trying to resolve your product issue as part of the

return verification process. The Issue resolution steps may be shared with you as self-help, or with assistance over call or a Delta Mall BD (or partner) personnel may visit your place. Delta Mall BD will arrange for a replacement if the issue has not been resolved.

5.2 Issue resolution steps will be available for products like mobiles, tablets, laptops, large appliances, electronics, home appliances, furniture etc.

5.3 In case the product is not in stock or has been permanently discontinued, the refund for the entire product or part(s) of the product will be provided by the Delta Mall BD.

Returns Pick-Up:

6.1 In case of returns where you would like item(s) to be picked up from a different address, the address can only be changed if pick-up service is available at the new address during pick-up, and your product will be checked for the following conditions.

- **Correct Product**

6.2 IMEI/name/image/brand/serial number/article number/bar code should match and MRP tag should be undetached and clearly visible.

- **Complete Product**

6.3 All in-the-box accessories (like remote control, starter kits, instruction manuals, chargers, headphones, etc.), freebies and combos (if any) should be present.

- **Unused Product span**

6.4 The product should be unused, unwashed, unsoiled, without any stains and with non-tampered quality check seals/warranty seals (wherever applicable). Before returning a Mobile/Laptop/Tablet, the device should be formatted and iCloud accounts should be unlocked for iOS devices. Product span

- **Undamaged Product**

6.5 The product (including SIM trays/charging port/headphone port, back-panel etc.) should be undamaged and without any scratches, dents, tears or holes.

- **Undamaged Packaging**

6.6 Product's original packaging/box should be undamaged. Packaging

6.7 The field executive may refuse to accept the return if any of the above conditions are not met. Packaging

(a)Where to return the product?

**In an event where you have failed to provide your product to our pick-up, kindly have your returns shipped or dropped-off to our Hub Offices-
Returns Mailing Address:-----**

(b)Once your product is received by Delta Mall BD what are the checks being done?

Once your product is received, your product will be checked by our Quality Control team. We will test whether the product fails to perform as you have claimed in your return form. We will also make sure that your product meets all the requirements for a return as stated in our policy.

(c)How to request a refund and what are the conditions?

Refunds are made only when the request is made within 48 hours of the purchase. And the purchased product must be in sealed/intact condition to be eligible for a refund. Otherwise, there will be no option for any refund.

(d)How long does the validation or invalidation of the refund take?

This quality evaluation process takes at least 7 business days depending on the refund method. Once completed, we will send you an e-mail or call you to give you the result of the quality evaluation.

(e)Can you request an exchange rather than a refund?

If you prefer to exchange your product, just let Customer Service know and we will call you as soon as your product has been received, and we have looked into the availability of the requested product. But the product must be totally sealed/intact for any exchange.

If you choose a refund voucher, you can also use it to buy any product on Delta Mall BD within the voucher amount

(f)If your returned product is not validated for return, how are you informed?

If your return is invalid, then we will call you to explain the issue and send the item back to you. We will arrange the delivery of the item. You can still avail warranty if you have.

CUSTOMERT SUPPORT

When you use our Website, we collect and store your personal information which is provided by you from time to time. Our primary goal in doing so is to provide

you a safe, efficient, smooth and customized experience. This allows us to provide services and features that most likely meet your needs, and to customize our website to make your experience safer and easier. More importantly, while doing so, we collect personal information from you that we consider necessary for achieving this purpose. Below are some of the ways in which we collect and store your information: We receive and store any information you enter on our website or give us in any other way. We use the information that you provide for such purposes as responding to your requests, customizing future shopping for you, improving our stores, and communicating with you. We also store certain types of information whenever you interact with us. For example, like many websites, we use "cookies," and we obtain certain types of information when your web browser accesses Delta Mall BD or advertisements and other content served by or on behalf of Delta Mall BD on other websites. To help us make e-mails more useful and interesting, we often receive a confirmation when you open e-mail from Delta Mall BD if your computer supports such capabilities. Information about our customers is an important part of our business, and we are not in the business of selling it to others. We release account and other personal information when we believe release is appropriate to comply with the law; enforce or apply our Terms of Use and other agreements; or protect the rights, property, or safety of Delta Mall BD, our users, or others. This includes exchanging information with other companies and organizations for fraud protection.

TERMS & CONDITIONS

Engagement will consecutively mean the user agreeing to be bound by the following terms and conditions (also referred to as "Terms of Service", "Terms of use" or "Terms"), including those additional terms & conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the website including, but not limited to, users who are browsers, vendors, customers, merchants, affiliations and/ or contributors of content. Please read this Terms of Service carefully before accessing or using our website or our services. By accessing or using any part of the website, you agree to be legally bound by these Terms of Service. If you do not agree to all the Terms of this agreement, then you may not access the website or use any of the services. Any new addition of features, service or tools shall also be deemed to be subject to the Terms of Service in force. 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 & Conditions by posting updates and/or changes to our website. Therefore, in order to stay updated on the Terms, please check this page periodically for changes. Your continued use of, or access to the website, following the posting of any changes constitutes acceptance of those changes.

GENERAL CONDITIONS

By agreeing to these Terms of Service, you represent that you are at the age of majority in your present State or Province of residence, or that you have given us your consent to allow any of your minor dependents to use this website where you are the age of majority in your State or Province of residence. 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 copy right 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. 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 may involve the following: (a) transmissions over various networks; and (b) changes to confirm and adapt to technical requirements of connecting networks or devices. 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 on the website through which the service is provided, without express written permission by us.

AVAILABILITY AND PRICING

Availability and pricing of all items are subject to availability. Delta Mall BD will inform you as soon as possible, if the product(s) and services you have ordered are not available. If not, then the Customer Care will offer similar alternatives. As part of visiting and/or purchasing anything from Delta Mall BD, you warrant to agree to understand that due to the nature of the business, availability may change even after an order has been placed. In an event where the product is no longer available, the Customer Care will offer alternatives or the option to cancel your order wholly. All prices are subject to change without notification, and while every effort is made to ensure the accuracy of the prices displayed on Delta Mall BD, they are not guaranteed to be accurate. If any price is different from that displayed, we will inform you before dispatching the order and you will have the option of continuing with the order or not. We reserve the right at any time to modify or discontinue any Service (or any part or content thereof) without notice at any time. We shall not be liable to any customer or to any third-party for any modification, price change, suspension or discontinuance of the Service

PRODUCTS

Products are available exclusively online through Delta Mall BD. These products or services may have limited quantities and are subject to return or exchange only according to our Return and Replacement Policy. Delta Mall BD has made every reasonable effort to be as accurate as possible in displaying the product in its original color and accurate model. However, due to your device's display settings, technical issues and differences in display, variations may come to the product's color or size. Hence, Delta Mall BD cannot guarantee that the physical product will look exactly like the display image. If a product from Delta Mall BD is not as described, your sole remedy is to return it unused by fulfilling all the conditions as per our Return and Replacement Policy. 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, at any time. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time.

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 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 may attempt to notify you by contacting through the phone number or email 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. As a visitor or a customer, you agree to provide current, complete and accurate account information for all purchases made at our store. You also 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. Each user accounts must

be created under one distinctive registered Cell Phone number, and email address of the user. Multiple accounts cannot be created under the same information as mentioned. In such an event the user cannot avail more than once any of the offers, deals, discount coupons, or Gift Coupons during campaigns or other occasional sales.

DISCOUNTS & ALLOWANCES

Discounts and allowances (Coupon code, Promo code, Gift card code, Adjustment code, App discount, Occasional offers or sign-up offer etc.) are reductions of the basic price of products or services. The value of the discount coupon or gift card will not be refunded on returns or exchanges after using for a successful order from Delta Mall BD. Users having multiple accounts under the same Cell Phone number, or email address cannot avail the discounts or offers more than once, as is the policy. Promotional SMS may only contain the main content of the offer but terms and conditions are mentioned on the website. Delta Mall BD holds the right to change/revise/modify any Discount offers OR Promotional Allowances without prior notice. Customer is entitled to comply accordingly. Customers cannot avail multiple discount offers in a single order. For example, if a customer uses 2X vouchers then he cannot use reward points or any other discount along with the ordered item.

LICENSE TO ACCESS THE SITE

We require that by accessing the Site, you confirm that you can form legally binding contracts and therefore you confirm that you are at least 13 years of age or are accessing the Site under the supervision of a parent or legal guardian. We grant you a non-transferable, revocable and non-exclusive license to use the Site, in accordance with the Terms and Conditions described herein, for the purposes of shopping for personal items and services as listed to be sold on the Site. Commercial use or use on behalf of any third party is prohibited, except as explicitly permitted by us in advance. If you are registering as a business entity,

you represent that you have the authority to bind that entity to this User Agreement and that you and the business entity will comply with all applicable laws relating to online trading. No person or business entity may register as a member of the Site more than once. Any breach of these Terms and Conditions shall result in the immediate revocation of the license granted in this paragraph without notice to you. Content provided on this Site is solely for informational purposes. In some cases, Product representations including price, available stock, features, add-ons and any other details as expressed on this Site are the responsibility of the vendors displaying them and is not guaranteed as completely accurate by us. Submissions or opinions expressed on this Site are those of the individual(s) posting such content and may not reflect our opinions. We grant you a limited license to access and make personal use of this Site, but not to download (excluding page caches) or modify the Site or any portion of it in any manner. This license does not include any resale or commercial use of this Site or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this Site or its contents; any downloading or copying of account information for the benefit of another seller; or any use of data mining, robots, or similar data gathering and extraction tools. This Site or any portion of it (including but not limited to any copyrighted material, trademarks, or other proprietary information) may not be reproduced, duplicated, copied, sold, resold, visited, distributed or otherwise exploited for any commercial purpose without express written consent by us as may be applicable. You may not frame or use framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) without our express written consent. You may not use any Meta tags or any other text utilizing our name or trademark without our express written consent, as applicable. Any unauthorized use terminates the permission or license granted by us to you for access to the Site with no prior notice. You may not use our logo or other proprietary graphic or trademark as part of an external link for commercial or other purposes without our express written consent, as may be applicable. You agree and undertake not to perform restricted activities listed within this section; undertaking these activities will result in an immediate cancellation of your account, services, reviews, orders or any existing incomplete transaction with us and in severe cases may also result in legal action Refusal to comply with the Terms and Conditions described herein or any other guidelines and policies related to the use of the Site as available on the Site at all times. Impersonate any person or entity or to falsely state or otherwise misrepresent your affiliation with any person or entity. Use the Site for illegal purposes. Attempt to gain unauthorized access to or otherwise interfere or disrupt other computer systems or networks connected to the Platform or Services. Interfere with another's utilization and enjoyment of the Site; Post, promote or transmit through the Site any prohibited materials as deemed illegal by The People's Republic of Bangladesh. Use or upload, in any way, any software or material that contains, or

which you have reason to suspect that contains, viruses, damaging components, malicious code or harmful components which may impair or corrupt the Site's data or damage or interfere with the operation of another Customer's computer or mobile device or the Site and use the Site other than in conformance with the acceptable use policies of any connected computer networks, any applicable Internet standards and any other applicable laws.

PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy. Visit our website to learn more about our Privacy Policy.

OUR SOFTWARE

Our software includes any software (including any updates or upgrades to the software and any related documentation) that we make available to you from time to time for your use in connection with the Site (the "Software"). You may use the software solely for purposes of enabling you to use and enjoy our services as permitted by the Terms and Conditions and any related applicable terms as available on the Site. You may not incorporate any portion of the Software into your own programs or compile any portion of it in combination with your own programs, transfer it for use with another service, or sell, rent, lease, lend, loan, distribute or sub-license the Software or otherwise assign any rights to the Software in whole or in part. You may not use the Software for any illegal purpose. We may cease providing you service and we may terminate your right to use the Software at any time. Your rights to use the Software will automatically terminate without notice from us if you fail to comply with any of the Terms and Conditions listed here or across the Site. Additional third party terms contained within the Site or distributed as such that are specifically identified in related documentation may apply and will govern the use of such software in the event of a conflict with these Terms and Conditions. All software used in any of our

services is our property and/or our affiliates or its software suppliers and protected by the laws of Bangladesh including but not limited to any other applicable copyright laws. When you use the Site, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile platform provider. Your use of these third party services may be subject to separate policies, terms of use, and fees of these third parties. You may not, and you will not encourage, assist or authorize any other person to copy, modify, reverse engineer, decompile or disassemble, or otherwise tamper with our software whether in whole or in part, or create any derivative works from or of the Software. In order to keep the Software up-to-date, we may offer automatic or manual updates at any time and without notice to you.

THIRD PARTY LINKS

Certain content, products and services available via our Service may include wholly or partly, materials from third parties only for the purpose of providing you with better service. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are neither responsible for examining or evaluating the content or accuracy, nor do we warrant any liability for third-party materials, website content, services or any other materials from 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. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Any complaints, claims, concerns, or questions regarding third-party products or services should be directed to the third-party.

ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our website or some Services containing typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges 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, on our or on any related website, is inaccurate at any time without prior knowledge (including after you have submitted your order or concern. We undertake no obligation to update, amend or clarify information on our or on any related website, 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, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

ORDER CANCELLATION

Delta Mall BD promises to deliver quality and authentic products to their customers. Therefore, Delta Mall BD always runs Quality Control checks after receiving the ordered product from the authorized vendors. Delta Mall BD reserves all rights to cancel any order of the customer after finding any quality issue from Quality Control checks of the ordered product, as we aim to give our customers the best online shopping experience. Delta Mall BD also reserves all rights to cancel any order if the ordered product is unavailable or if it is out-of-stock. Product unavailability cannot be predetermined or predicted by the website, whether it is due to unavoidable inventory management issues, website management issues, vendor stock update issues or any other unpredictable reason.

Or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the website or its contents: (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 national 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, other websites, 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 To interfere with or circumvent the security features of the Service

PRICING, AVAILABILITY AND ORDER PROCESSING

All prices are listed in Bangladeshi Taka (BDT) and are inclusive of all Taxes and are listed on the Site by the seller that is selling the product or service. Items in your Shopping Cart will always reflect the most recent price displayed on the item's product detail page. Please note that this price may differ from the price shown for the item when you first placed it in your cart. Placing an item in your cart does not reserve the price shown at that time. It is also possible that an item's price may decrease between the time you place it in your basket and the time you purchase it. We do not offer price matching for any items sold by any seller on our Site or other websites. We are determined to provide the most accurate pricing information on the Site to our users; however, errors may still occur, such as cases when the price of an item is not displayed correctly on the Site. As such, we reserve the right to refuse or cancel any order. In the event that an item is mispriced, we may, at our own discretion, either contact you for instructions or cancel your order and notify you of such cancellation. We shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your prepayment processed. If such a cancellation occurs on your prepaid order, our policies for refund will apply. We list availability information for products listed on the Site, including on each product information page. Beyond what we say on that page or otherwise on the Site, 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 e-mail or sms if any products you order turn out to be unavailable. Please note that there are cases when an order cannot be processed for various reasons. The Site reserves the right to

refuse or cancel any order for any reason at any given time. You may be asked to provide additional verification or information, including but not limited to phone number and address, before we accept the order. In order to avoid any fraud with credit or debit cards, we reserve the right to obtain validation of your payment details before providing you with the product and to verify the personal information you shared with us. This verification can take the shape of an identity, place of residence, or banking information check. The absence of an answer following such an inquiry will automatically cause the cancellation of the order within a reasonable timeline. We reserve the right to proceed to direct cancellation of an order for which we suspect a risk of fraudulent use of banking instruments or other reasons without prior notice or any subsequent legal liability.

SECURITY AND FRAUD

When you use a voucher, you warrant to Delta Mall BD that you are the duly authorized recipient of the voucher and that you are using it in good faith. If you redeem, attempt to redeem or encourage the redemption of voucher to obtain discounts to which you are not entitled you may be committing a civil or criminal offence. If we reasonably believe that any voucher is being used unlawfully or illegally we may reject or cancel any voucher/order and you agree that you will have no claim against us in respect of any rejection or cancellation. Delta Mall BD reserves the right to take any further action it deems appropriate in such instances.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, and secure or errorfree. We do not warrant that the results that may be free from error obtained from the use of the service will be accurate or reliable. User must understand that, from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without prior notice to you, under different circumstances. You expressly agree that your use of, or inability to use the service is solely your 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 Delta Mall BD, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, vendors, 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. However, any use of the product that results in any injury, loss, or damage whether direct or indirect, will not make Delta Mall BD liable for providing servicing facilities provided that, such direct or indirect use and the results thereof, is not covered nor supported by the provisions under the products accompanying Warranty.

INDEMNIFICATION

As a user of the website and the services therein, you agree to indemnify, defend and hold Delta Mall BD harmless and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, vendors, 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 any documents they incorporate by reference, or your violation of any law or the rights of a third-party.

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.

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 as may be deemed fit). 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. Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party. 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).

GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed and interpreted in accordance with the applicable laws governing e-commerce in Bangladesh. Any and all actionable legal claim or proceedings arising out of, or in connection to this website, must be brought within the jurisdiction of a competent Court in Bangladesh.

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. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

CONTACT INFORMATION

For more information regarding the Terms of Service or if you have any queries or concerns you can Contact Us or for any questions about the Terms of Service should be sent to us at info@deltamallbd.com