

Terms of Use

This Site and Related Services are governed WITH THE TERMS AND CONDITIONS SET FORTH BELOW.

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Acceptance of Terms

Please read this information carefully before accessing or using this Site, as such term is defined below. By accessing or using this Site in any way, you agree to and are bound by the terms and conditions set forth in this document and in any changes thereto that PointHai.com ("PointHai") may publish from time to time (collectively, the "Terms of Use"). If you do not agree to all of the terms and conditions contained in the Terms of Use, do not access or use this Site. To the extent that any of the Terms of Use conflict with the terms of an existing written (including electronic) agreement between you and PointHai or between you and one or more of PointHai's authorized re-sellers, distributors, customers, sales agents or other authorized representatives regarding the use of specific areas of the Site or access to and use of specific services and/or products (collectively, "Service Agreements"), the terms of the Service Agreement shall govern.

PointHai may change the Terms of Use and other guidelines and rules posted on the Site from time to time at its sole discretion. Your continued access or use of the Site constitutes your acceptance of the changes. Your access and use of the

Site will be subject to the most current version of the Terms of Use, rules and guidelines posted on the Site at the time of such use. Please regularly check the "Terms of Use" link at www.pointhai.com to view the then-current terms. If you breach any of the Terms of Use, your authorization to access or use this Site automatically terminates, and any material downloaded or printed from the Site in violation of the Terms of Use must be immediately destroyed. We may refuse any or all of our services to anyone at any time, in our sole discretion. This site is intended for use by individuals who are at least 13 years of age.

Products and Services

Various products such as gift cards, whether they are plastic or electronic, may be selected and purchased on this Site ("PointHai"). The pricing for PointHai Products, which is stated in INR, is set forth on the applicable Site, and incorporated into these Terms by reference. Please note that prices and fees may change from time to time; the price charged to you will be the price set forth on the Site at the time you place your order. Please place and complete your order carefully. All purchases of PointHai are non-returnable and non-refundable. If you have any questions or problems with your order or the order has not been received within the expected timeframe, please contact us immediately at care@pointhai.com. Please include your order number in all communications for prompt service.

Use of Site

Proprietary Rights.

The Sites contain or may contain information, text, photographs, designs, graphics, images, sound and video recordings, animation and other materials and effects (including logos) that are protected by copyrights, trademarks, service marks, pending patents, trade dress or other intellectual or proprietary rights owned by PointHai or an affiliated company, or other third parties (the "Content"). You acknowledge and agree that these rights belong to their respective owners and are protected in all forms, media and technologies existing now or hereinafter developed. PointHai logos, product and service names are trademarks of PointHai (the "PointHai Marks"). You agree not to display or use: (i) PointHai's Marks without PointHai's written permission and (ii) the Content in any manner without the owner's written permission.

No Framing

You agree not to "frame" or "mirror" any Content or third-party content contained on or accessible from a Site on any other server or Internet-based device without the advance written authorization of PointHai or its licensors or licensees, respectively.

Online Conduct

You agree not to use a Site or any of the Content for any illegal or harmful purpose. By way of example only, and not as a limitation, you specifically agree not to: (a) upload, post, e-mail, or otherwise transmit any material that is unlawful, indecent, pornographic, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) harm minors in any way; (c) impersonate any person or entity, including falsely stating or otherwise misrepresenting your affiliation with a person or entity; (d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through a Site; (e) upload, post, e-mail or otherwise transmit any material that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (f) upload, post, e-mail or otherwise transmit any material that infringes any patent, trademark, trade secret, copyright, right of publicity, right of privacy, or other proprietary rights of any party; (g) upload, post, e-mail or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (h) interfere with or disrupt any Site or servers or networks connected to any Site, or disobey any requirements, procedures, policies or regulations of networks connected to any Site.

Use of Content

PointHai grants you permission to access and view and use its Site and to electronically design PointHai Products for the sole purpose of submitting an order. Any other use of the Sites or the Content, in whole or in part, without permission of the applicable rights holder is strictly prohibited, including without limitation: modification, republication, deletion, transmission, public performance, distribution, proxy caching, uploading, posting, reproduction for purposes other than those noted above, or other similar unauthorized exploitation of the Site or the Content. Without limiting the foregoing, unauthorized use of the Content is illegal and could subject you to criminal prosecution as well as personal liability for damages in a civil suit.

TERMS OF SALE

- (i) The Gift Card you purchase is redeemable for goods or services by the seller of such goods and services, or the Service Provider. The Service Provider, not PointHai, is the seller of the goods and services and is solely responsible for redeeming any Gift Card you purchase.
- (ii) The Gift Card shall have the necessary redemption instructions on it. The Gift Card may have an offer period, or expiry date, mentioned on it. You shall use it accordingly.
- (iii) Unless otherwise stated, you will not be entitled to receive credit or cash-back for whatever value of the Gift Card you don't use.
- (iv) Unless otherwise stated, you cannot combine the Gift Card offer with other special offers or promotions that may be on.

- (v) Unless there is something wrong with the purchase or an error attributable to us, we do not offer refunds. Gift Card once sold are non-refundable, whether you use it or not.
- (vi) Neither PointHai nor the Service Provider shall have any liability in the event you lose your Gift Card at the Service Provider venue.
- (vii) PointHai is merely the aggregator of deals and issuer of usable Gift Card. The Gift Card and the deals are the property of the respective third party Service Provider.
- (viii) As such, Service Provider shall be fully responsible for any and all injuries, illnesses, damages, claims, liabilities and costs suffered by or in respect of a customer, caused in whole or in part by the Service Provider.
- (ix) Notwithstanding anything to contrary, PointHai's entire liability to you shall be the refund of the money charged from you for any specific Gift Card, under which the unlikely liability arises. Under no circumstance shall PointHai be liable for any consequential, indirect or remote loss that you or your friends and family may suffer.

Third Party Links, Products and Services

Our products and services may be made available to you through the use of third-party web sites ("Third-Party Portals"). If you accessed a Site through a link from a Third-Party Portal or if a Site provides links to any third-party sites, you agree that we have no control over the content on such sites AND YOU AGREE THAT WE ARE NOT LIABLE FOR THE PRODUCTS AND/OR SERVICES OFFERED ON SUCH THIRD-PARTY SITES. WE ARE NOT RESPONSIBLE FOR AND DO NOT OFFER ANY WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, RELIABILITY OR ANY OTHER ASPECTS OF PRODUCTS OR SERVICES FROM THIRD-PARTIES. YOU RELEASE US FROM ANY DAMAGES THAT YOU INCUR, AND AGREE NOT TO ASSERT ANY CLAIMS AGAINST US ARISING FROM YOUR USE OF PRODUCTS OR SERVICES FROM THIRD-PARTIES.

Termination of Right to Use a Site

We reserve the right to terminate your right to use one or more Sites if you violate any of these Terms or if your account has been inactive for more than one year. Upon termination of your right to use one or more Sites, we will remove your account privileges. We will have no obligation to return to you your Submitted Data. The disclaimers and limitations of liabilities set forth in these Terms shall survive any such termination. Your sole recourse and remedy if PointHai terminates your right to use a Site, is to receive a refund for any products paid for but not processed or fulfilled by PointHai, if any.

Privacy and Security

We will protect and use information provided by you as set forth in the Privacy Policy posted on each Site, as applicable. You agree not to violate or attempt to violate the security of any Site, including without limitation, (a) accessing data that is not intended for your use; (b) logging on to a server or account that you are not authorized to access; (c) probing, scanning or testing the vulnerability of any system or network related in any way to a Site without proper authorization; (d) breaching security or authentication measures without proper authorization; (e)

interfering with service to any host, network, other user, including without limitation, sending unsolicited e-mail, flooding, spamming, mail bombing, or crashing; (f) sending promotions and/or advertising products and/or services; or (g) attempting to do any of the preceding.

You understand that your account information on the Sites is controlled by you, through the User IDs and Passwords that you selected. You are responsible for protecting the confidentiality of those User IDs and Passwords. PointHai is entitled to rely on the fact that any Submitted Data, orders for PointHai Products or other information sent to any Site under your User ID and Password for that Site were sent by you. If you believe that the confidentiality of any of your User IDs and/or Passwords has been compromised or that someone has accessed your account without authorization, you should contact our customer service representatives immediately at care@pointhai.com

Governing Law

These terms shall be governed by and constructed in accordance with the laws of India without reference to conflict of laws principles, and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of the courts at Mumbai, India.

Costs

All costs and taxes are quoted in INR. You must pay all applicable taxes on purchases made on the Site. We may in our sole discretion add, delete or change some or all of the prices of our products and services at any time without notice, other than as set forth on the relevant Site.

Gift Card Activation

Plastic Gift Cards. Generally, the plastic gift cards that ship from PointHai.com are shipped "active", which means that recipients are not required to activate their gift cards prior to using. However, just in case they are "inactive", you can activate the card by writing to us at care@pointhai.com and entering the requested information or as otherwise instructed by us.

Electronic gift cards. Electronic gift cards do not require activation by customers. Recipients of electronic gift cards will click on a link in their e-mail to retrieve their activated electronic gift cards.

Cancellation Policy

Unless otherwise stated herein, there are no refunds and all sales are final.

Indemnification

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD COMPLETELY HARMLESS POINTHAI AND ITS AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, COSTS, AND EXPENSES, INCLUDING WITHOUT LIMITATION CLAIMS BASED UPON THE NEGLIGENCE OF POINTHAI, ARISING FROM OR RELATED TO YOUR USE OF THE SITE, THE MATERIALS IT CONTAINS, AND ANY SITES LINKED TO THIS SITE. ADDITIONALLY, YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS POINTHAI FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, LIABILITIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING IN ANY WAY OUT OF CLAIMS BASED UPON ANY ACTIONS TAKEN BY ANY PERSON USING YOUR LOGIN INFORMATION

Miscellaneous

For purposes of these Terms, “you” and “your” shall mean you and “we”, “us,” and “our” means PointHai and, if applicable, those third parties acting on behalf of PointHai from time to time. Title and risk of loss for products purchased by you through a Site passes to you upon delivery of the PointHai Products to you or your designated recipient. We may assign our rights and responsibilities hereunder without notice to you. If any of these Terms are held invalid or unenforceable, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision most closely matching the intent of the original provision and the remainder of the Terms will continue in effect. We reserve the right to amend or modify these Terms or impose new conditions at any time. Such amendments and modifications will be effective immediately upon giving you notice by any means including, but not limited to, posting on the applicable Site. These Terms constitute the entire agreement between you and us with respect to the subject matter hereof and supersede all other communications, written or oral, with regard to any Site.

The failure of PointHai to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by PointHai in writing. Your use of a Site, however, is subject to the additional disclaimers and caveats that may appear throughout such Site.

Contact

If you have any customer service-related questions, please raise a query at:
care@pointhai.com

Updates to Terms of use

This Agreement was last updated on 13th October, 2016.