



Terms and Conditions

Please read the following terms and conditions very carefully as your use of service is subject to your acceptance of and compliance with the following terms and conditions ("Terms").

By subscribing to or using any of our services you agree that you have read, understood and are bound by the Terms, regardless of how you subscribe to or use the services. If you do not want to be bound by the Terms, you must not subscribe to or use our services.

In these Terms, references to "you", "User" shall mean the end user accessing the Website, its contents and using the Services offered through the Website. "Service Providers" mean independent third party service providers, and "we", "us" and "our" shall mean A.A.I. Online (Owner company of shybuy.lk), its franchisor, affiliates and partners.

1. www.shybuy.lk website ("Website") is an Internet based content and e-commerce portal operated by A.A.I Online, a company incorporated under the laws of Sri Lanka.
2. Use of the Website is offered to you conditioned on acceptance without modification of all the terms, conditions and notices contained in these Terms, as may be posted on the Website from time to time. www.shybuy.lk at its sole discretion reserves the right not to accept a User from registering on the Website without assigning any reason thereof.

You will receive a password and account designation upon completing the Website's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify shybuy.lk of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. shybuy.lk cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 2.

shybuy.lk provides a number of Internet-based services through the Web Site (all such services, collectively, the "Service"). One such service enables users to purchase original merchandise available for sale. (Collectively, "Products"). Upon placing an order, shybuy.lk shall courier the product to you and be entitled to its payment for the Services.

The User hereby consents, expresses and agrees that he has read and fully understands the Privacy Policy of shybuy.lk the Website. The user further consents that the terms and contents of such Privacy Policy are acceptable to him.

The User agrees and undertakes not to reverse engineer, modify copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Website. Limited reproduction and copying of the content of the Website is permitted provided that shybuy.lk name is stated as the source and prior written permission of shybuy.lk is sought. For the removal of doubt, it is clarified that unlimited or wholesale reproduction, copying of the content for commercial or non-commercial purposes and unwarranted modification of data and information within the content of the Website is not permitted.

You agree and undertake to use the Website and the Service only to post and upload messages and material that are proper. By way of example, and not as a limitation, you agree and undertake that when using a Service, you will not:

1. defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others;
2. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
3. Upload files that contain software or other material protected by intellectual property laws unless you own or control the rights thereto or have received all necessary consents;
4. Upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Website or another's computer;
5. Conduct or forward surveys, contests, pyramid schemes or chain letters;
6. Download any file posted by another user of a Service that you know, or reasonably should know, cannot be legally distributed in such manner;
7. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
8. Violate any code of conduct or other guidelines, which may be applicable for or to any particular Service;
9. Violate any applicable laws or regulations for the time being in force in or outside India; and
10. Violate any of the terms and conditions of this Agreement or any other terms and conditions for the use of the Website contained elsewhere herein.

The user guarantees, warrants, and certifies that you are the owner of the content which you submit or otherwise authorized to use the content and that the content does not infringe upon the property rights, intellectual property rights or other rights of others. You further warrant that to your knowledge, no action, suit, proceeding, or investigation has been instituted or threatened relating to any content, including trademark, trade name service mark, and copyright formerly or currently used by you in connection with the Services rendered by shybuy.lk.

shybuy.lk hereby disclaims any guarantees of exactness as to the finish and appearance of the final Product as ordered by the user. The quality of any products, Services, information, or other material purchased or obtained by you through the Website may not meet your expectations. Alterations to certain aspects of your order such as the merchandise brand, size, colour etc. may be required due to limitations caused by availability of product difference in size charts of respective brands etc. In this instance you agree that a representative from shybuy.lk will call you or send an approval request via the email address which you submitted when placing your order. If you do not agree with the requested change you retain the right to reject the requested production change by replying to it within 10 days of it being sent to you. shybuy.lk may re-request that you accept a production alteration one additional time if an alternative method to send your merchandise is available. If you reject this 2nd request your order will be cancelled and you will be fully refunded via your initial method of payment.

1. In Unless otherwise indicated or anything contained to the contrary or any proprietary material owned by a third party and so expressly mentioned, shybuy.lk owns all Intellectual Property Rights to and into the Website, including, without limitation, any and all rights, title and interest in and to copyright, related rights, patents, utility models, trademarks, trade names, service marks, designs, know-how, trade secrets and inventions (whether patentable or not), goodwill, source code, meta tags, databases, text, content, graphics, icons, and hyperlinks. You acknowledge and agree that you shall not use, reproduce or distribute any content from the Website belonging to shybuy.lk without obtaining authorization from shybuy.lk
2. Notwithstanding the foregoing, it is expressly clarified that you will retain ownership and shall solely be responsible for any content that you provide or upload when using any Service, including any text, data, information, images, photographs, music, sound, video or any other material which you may upload, transmit or store when making use of our various Service. However, with regard to the product customization Service (as against other Services like blogs and forums) you expressly agree that by uploading and posting content on to the Website for public viewing and reproduction/use of your content by third party users, you accept the User whereby you grant a non-exclusive license for the use of the same.

The Website may contain links to other websites ("Linked Sites").The Linked Sites are not under the control of shybuy.lk or the Website and shybuy.lk is not responsible for the contents of any Linked Site,

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shybuy.lk has endeavored to ensure that all the information on the Website is correct, but shybuy.lk neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data, information, product or Service. In no event shall shybuy.lk be liable for any direct, indirect, punitive, incidental, special, consequential damages or any other damages resulting from: (a) the use or the inability to use the Services; (b) unauthorized access to or alteration of the user's transmissions or data; (c) any other matter relating to the services; including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Website or Service. Neither shall shybuy.lk be responsible for the delay or inability to use the Website or related services, the provision of or failure to provide Services, or for any information, software, products, services and related graphics obtained through the Website, or otherwise arising out of the use of the website, whether based on contract, tort, negligence, strict liability or otherwise. Further, shybuy.lk shall not be held responsible for non-availability of the Website during periodic maintenance operations or any unplanned suspension of access to the website that may occur due to technical reasons or for any reason beyond shybuy.lk 's control. The user understands and agrees that any material and/or data downloaded or otherwise obtained through the Website is done entirely at their own discretion and risk and they will be solely responsible for any damage to their computer systems or loss of data that results from the download of such material and/or data.

You agree to indemnify, defend and hold harmless shybuy.lk from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by shybuy.lk that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by you pursuant to these Terms.

Prices for products are described on our Website and are incorporated into these Terms by reference. All prices are in Sri Lankan Rupees. Prices, products and Services may change at shybuy.lk's discretion.

Title and risk of loss for all products ordered by you shall pass on to you upon shybuy.lk handing over the merchandise to the shipping/Courier carrier.

1. shybuy.lk may suspend or terminate your use of the Website or any Service if it believes, in its sole and absolute discretion that you have breached any of the Terms.
2. If you or shybuy.lk terminates your use of the Website or any Service, shybuy.lk may delete any content or other materials relating to your use of the Service and shybuy.lk will have no liability to you or any third party for doing so.
3. You shall be liable to pay for any Service or product that you have already ordered till the time of Termination by either party whatsoever. Further, you shall be entitled to your royalty payments as per the User License Agreement that has or is legally deemed accrued to you.

These terms shall be governed by and constructed in accordance with the laws of Sri Lanka.

The headings and subheadings herein are included for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of the Terms or the right to use the Website by you contained herein or any other section or pages of the Website or any Linked Sites in any manner whatsoever.

The Terms herein shall apply equally to both the singular and plural form of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine and feminine. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". Unless the context otherwise requires, the terms "herein", "hereof", "hereto", "hereunder" and words of similar import refer to the Terms as a whole.

If any provision of the Terms is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of these Terms shall continue to be in full force and effect.

As per these Terms, users are solely responsible for every material or content uploaded on to the Website. shybuy.lk does not review the contents in any way before they appear on the Website. shybuy.lk does not verify, endorse or otherwise vouch for the contents of any user or any content generally posted or uploaded on to the Website. Users can be held legally liable for their contents and may be held legally accountable if their contents or material include, for example, defamatory comments or material protected by copyright, trademark, etc. If you come across any abuse or violation of these Terms, please report to info@shybuy.lk.

If you see charges on your credit/debit card for purchases made on shybuy.lk, but you never created an account or signed up, please check with your family members or business colleagues authorized to make purchases on your behalf, to confirm that they haven't placed the order. If you're still unable to recognize the charge, please report the unauthorized purchase within 60 days of the transaction to enable shybuy.lk to begin an investigation.

To provide a safe and secure shopping experience, we regularly monitor transactions for fraudulent activity. In the event of detecting any suspicious activity, shybuy.lk reserves the right to cancel all past, pending and future orders without any liability. shybuy.lk also reserves the right to refuse or cancel orders in scenarios like inaccuracies in pricing of product on website and stock unavailability. We may also require additional verifications or information before accepting any order. We will contact you if all or any portion of your order is cancelled or if additional information is required to accept your order. If your order is cancelled after your card has been charged, the said amount will be reversed to your Card Account. Any promotional voucher used for the cancelled orders may not be refunded.

Despite our best efforts, a small number of the many hundreds of items in our catalogue are mispriced. However, we verify prices as part of our dispatch procedures.

If an item's correct price is lower than our stated price, we charge the lower amount and send you the item.

If a product's correct price is higher than our stated price, we will cancel your order and notify you of that cancellation.

1. Discounts will be applied to the total merchandise value including applicable taxes. Issuance or redemption of a voucher or coupon will apply to the total value of the qualifying order once all promotional discounts have been applied.
2. Only one credit note/gift coupon/coupon can be used per order unless otherwise stated.
3. Discount coupons - Discount coupons may from time to time be offered to account holders; such coupons may only be applied to purchases made through the account to which the discount coupon was offered and registered. If you need a refund, this will be made in the same way as the original payment method (such as onto a gift voucher, debit/credit card account,).
4. Promotional discount coupons - We may from time to time offer promotional discount coupons which may apply in respect of any, or certain specified, purchases made through this Website.
5. shybuy.lk shall introduce various offers, schemes or contest at different times. The terms and conditions for such Contest shall be separately available on the Site.
6. shybuy.lk reserves the right to change/modify/add/delete any of the terms and conditions prevailing on the different promotional schemes it introduces in market from time to time. shybuy.lk, at its discretion, can withdraw a particular scheme from the website or market.
7. In case of any query pertaining to use of coupon and/or credit note or regarding the schemes, please email customer care at info@shybuy.lk.
8. While participating in any shybuy.lk contest you hereby agree to release and hold shybuy.lk (and its officers, directors, agents, subsidiaries, affiliates, joint ventures, and employees) harmless from any claim or demand, but not limited to reasonable attorneys' fees, or arising out of or related to your participation in the said Contest.

It is the customer's responsibility to login earlier if they want to avail better products or styles because shybuy.lk sales are "first come, first served". The merchandise is not restocked once sold out. No

information regarding the presence of any Product in our stock will be guaranteed and we will alert you only when an item is sold out. The terms and conditions for such Contest shall be separately available on the Site. In the event of any conflict between these T&C and the terms and conditions pertaining to any Contest, such terms and conditions shall prevail.

We as a merchant shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on Account of the Cardholder having exceeded the preset limit mutually agreed by us with our acquiring bank from time to time.