

Terms and Conditions

Effective Date: W.E.F. 20th July 2025

Welcome to Wild by Nature, an online portal dedicated to fostering the community of wildlife photography enthusiasts. These Terms and Conditions ("Terms") constitute a legally binding agreement governing your access to and use of our website, located at wildbynature.co.in / wildbynatureglobal.com and participation across all services offered therein including but not limited to membership, mentorship programs, marketplace transactions, guided tours and safaris, workshops, exhibitions, competitions and merchandise sales (collectively the "Services").

By accessing, browsing, registering for an account or otherwise using any part of the Wild by Nature platform, you, as a user ("User" or "You"), unequivocally acknowledge that you have read, understood and agree to be bound by these Terms, as well as our Privacy Policy and Return & Cancellation Policy which are incorporated herein by reference. If you do not agree to these Terms in their entirety, you are expressly prohibited from using our platform and Services and you must discontinue use immediately.

1. Acceptance of Terms and Modifications

1.1. Your continued use of the Services after any modifications to these Terms signifies your acceptance of such modifications. It is your responsibility to periodically review these Terms for updates.

1.2. Wild by Nature reserves the absolute and sole right to modify, amend or update these Terms at any time without prior notice. Such modifications shall be effective immediately upon posting the revised Terms on the website.

2. User Registration and Account Security

2.1. To access certain features of the Services, you may be required to register for an account. You represent and warrant that all information provided during the registration process is true, accurate, current and complete. You undertake to promptly update your account information to ensure its accuracy and completeness at all times.

2.2. You are solely responsible for maintaining the confidentiality of your account login credentials including your username and password. You shall be held exclusively liable for all activities that occur under your account whether or not authorized by you.

2.3. You agree to notify Wild by Nature immediately, in writing, of any unauthorized use of your account or any other breach of security. Wild by Nature shall not be liable for any loss or damage arising from your failure to comply with this Section.

3. Eligibility

3.1. By using the Services, you represent and warrant that you are at least 18 years of age and are legally competent to enter into a binding contract under Indian law.

3.2. Wild by Nature reserves the right to refuse service, terminate accounts, remove or edit content or cancel orders at its sole discretion if it believes that user conduct violates applicable law or is harmful to the interests of Wild by Nature or its users.

3.3. No Participation in Unlawful Activities: The online platform shall not allow, encourage or promote any unlawful or illegal activity by any person/ individual or juristic entity. Wild by Nature exercises utmost due diligence and care in striving to prevent such occurrences. However, notwithstanding such efforts, if any unlawful activity, fraud or misrepresentation of any nature is perpetrated by or upon any party, Wild by Nature and the online platform explicitly disclaim any and all responsibility or liability for the same.

4. Role of Wild by Nature and Service Charges

4.1. Pure Intermediary Role: Wild by Nature functions exclusively as an online platform, acting as a bridge, mediator or connector between service/goods providers (e.g., mentors, tour guides, vendors) and service/goods takers (e.g., members, participants, buyers). Our primary role is to provide and maintain the functioning of the online platform, facilitating connections and transactions between Users.

4.2. No Principal-Agent Relationship: Nothing in these Terms shall be construed as creating a principal-agent relationship, partnership, joint venture or employer-employee relationship between Wild by Nature and any User, service provider or goods provider on the platform.

4.3. Service Charges: In consideration for providing and maintaining the online platform and facilitating connections, Wild by Nature may charge a fee, which may be in the form of a membership fee, facilitation fee, commission or any other nomenclature, irrespective of its specific naming. Such fees shall be clearly communicated where applicable.

4.4. Preliminary Credential Checks Disclaimer: While Wild by Nature may conduct preliminary credential checks or verifications of service providers and goods providers on the website to enhance user confidence, this process is solely for initial screening

purposes and does not imply, create or transfer any responsibility or liability on the part of Wild by Nature for the acts, omissions, quality of services or goods provided by such third parties. Users acknowledge that these checks do not constitute an endorsement, guarantee or warranty by Wild by Nature of the third-party providers.

5. General Use and Prohibited Conduct

5.1. You agree to use the platform and Services strictly for lawful purposes and in a manner that does not infringe upon the rights of, restrict or inhibit the use and enjoyment of this platform by any third party.

5.2. Prohibited conduct includes, but is not limited to:

(a) Engaging in any illegal, fraudulent or deceptive activities, including but not limited to misrepresentation, phishing or any form of cybercrime.

(b) Impersonating any person or entity or falsely stating or otherwise misrepresenting your affiliation with a person or entity.

(c) Uploading, posting or transmitting any content that is unlawful, harmful, threatening, abusive, defamatory, obscene, vulgar, invasive of another's privacy or otherwise objectionable.

(d) Transmitting any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.

(e) Interfering with or disrupting the integrity or performance of the Services or data contained therein.

(f) Attempting to gain unauthorized access to the Services, other accounts, computer systems or networks connected to the Services.

(g) Introducing any viruses, Trojan horses, worms, logic bombs or other material that is malicious or technologically harmful.

(h) Any activity that promotes or facilitates unlawful acts, including but not limited to fraud, misrepresentation or infringement of intellectual property rights of others.

6. Membership Terms

6.1. Membership grants access to exclusive content, dedicated forums, preferential access to certain services and other member-specific benefits as solely determined by Wild by Nature.

6.2. Membership fees, if applicable, are strictly non-refundable, save for specific circumstances explicitly stated in writing by Wild by Nature or as mandated by applicable Indian law.

6.3. Wild by Nature retains the unqualified right to modify, enhance, discontinue or introduce new content or benefits associated with membership at any time, with or without notice.

7. Mentorship Programs

7.1. Availability of mentorship slots is subject to the sole discretion of Wild by Nature and the availability of qualified mentors.

7.2. All intellectual property, materials, discussions and content exchanged during mentorship sessions are strictly confidential. You undertake not to redistribute, reproduce or disclose any mentorship materials without the express prior written consent of Wild by Nature and the respective mentor.

7.3. Feedback and guidance provided during mentorship sessions are intended for educational, personal development and general informational purposes only. They do not constitute professional, legal, financial or any other form of binding advice. Wild by Nature, its mentors and affiliates shall not be held liable for any decisions made or actions taken based on reliance on such feedback or sessions.

8. Marketplace Terms

8.1. Role of Wild by Nature: As stated in Section 4, the Marketplace functions solely as an online platform to facilitate peer-to-peer transactions between Users for the buying and selling of photography equipment, gears, survival packs and other related goods. Wild by Nature acts purely as an intermediary and does not participate in the actual transaction between buyers and sellers.

8.2. Disclaimer of Liability for Products and Services: Wild by Nature explicitly disclaims all warranties, express or implied and all liability and responsibility whatsoever for the quality, safety, legality, merchantability, fitness for a particular purpose or any other aspect of products or services listed, sold or purchased on the Marketplace or provided by any service provider or goods provider connected through the platform. Users engage in transactions with and receive services from third-party providers at their own sole risk and discretion. Wild by Nature does not endorse, guarantee or make any representations regarding any specific product, service or seller on the Marketplace or any third-party provider.

8.3. User Responsibility: Buyers and sellers and service providers and service takers are solely responsible for conducting their own due diligence regarding products, services, pricing, authenticity, safety and compliance with all applicable laws and regulations.

8.4. Payment Processing: All payments for transactions conducted on the Marketplace or for services facilitated by Wild by Nature must be processed exclusively through payment channels approved and integrated by Wild by Nature. Any transactions conducted outside these approved channels are strictly prohibited, shall be at the sole risk of the Users involved and Wild by Nature shall bear no liability whatsoever for any losses or disputes arising therefrom.

9. Photo Tours & Safaris

9.1. Full payment for photo tours and safaris is a mandatory prerequisite to confirm your reservation and participation.

9.2. All participants are required to strictly adhere to all safety guidelines, wildlife interaction rules, ethical photography practices and instructions issued by tour leaders, local guides or relevant authorities during the tour. Non-compliance may result in immediate exclusion from the tour without refund and potential legal consequences.

9.3. Specific cancellation, refund and other terms pertinent to each tour will be comprehensively outlined in the individual tour details provided at the time of booking and shall govern any cancellations or refunds. Users are advised to review these details thoroughly before booking.

10. Exhibitions & Competitions

10.1. Grant of License: By submitting photographs or other media to exhibitions or competitions hosted on Wild by Nature, you, the User, hereby grant to Wild by Nature a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, transferable and sub-licensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform and publicly display such content (in whole or in part) for promotional, editorial, marketing, archival and other business purposes, across any media now known or hereafter developed, with appropriate credit attributed to the creator.

10.2. Warranties: You represent and warrant that you own all rights, title and interest in and to the content you submit or that you have the necessary licenses, rights, consents and permissions to grant the aforementioned license to Wild by Nature. You further warrant that your submission does not infringe upon the intellectual property rights, privacy rights or any other rights of any third party.

10.3. Prohibited Submissions: Submission of plagiarized content, offensive material, sexually explicit content, defamatory content or content that infringes upon the intellectual property rights or copyrights of any third party is strictly prohibited. Any such submission will result in immediate disqualification from the competition/exhibition, forfeiture of any entry fees, potential account termination without recourse and may lead to legal action.

10.4. Judging Decisions: All judging decisions related to competitions are final, binding and not subject to appeal.

11. Workshops

11.1. Registration for workshops is confirmed solely upon receipt of full payment.

11.2. Participation certificates may be issued upon successful completion of a workshop, at the sole discretion of Wild by Nature.

11.3. You expressly agree not to record, reproduce, distribute or exploit any workshop content, including but not limited to presentations, discussions, materials or methodologies, without the express prior written permission of Wild by Nature. Any unauthorized recording or distribution constitutes a breach of these Terms and may result in legal action.

12. Merchandise Sales

12.1. Product Information: Product descriptions, specifications, images and sizing information are provided to assist Users in making informed purchasing decisions. While we strive for accuracy, Wild by Nature does not warrant that product descriptions or other content of any Service is accurate, complete, reliable, current or error-free. It is the User's responsibility to review these details carefully before placing an order.

12.2. Returns and Exchanges: Returns and exchanges for merchandise are permissible exclusively for items that are damaged, defective or incorrect as per the order placed and shall be strictly subject to the terms stipulated in our Return & Cancellation Policy.

12.3. Shipping and Delivery: Orders will be shipped within the promised timelines. However, Wild by Nature shall not be liable for any delays in delivery occasioned by unforeseen logistical issues, force majeure events, customs delays or circumstances beyond our reasonable control. Risk of loss and title for items purchased pass to you upon our delivery to the carrier.

13. Intellectual Property Rights and Brand Protection

13.1. All content on the Wild by Nature platform, including but not limited to branding, logos, trademarks, service marks, trade names ("Wild by Nature"), visual elements, graphics, text, guides, software, applications, underlying code, compilation of content and user interfaces, is the exclusive intellectual property of Wild by Nature or its licensors and is protected by applicable copyright, trademark, patent and other intellectual property laws in India and internationally.

13.2. Protection of Wild by Nature Brand: You acknowledge and agree that the name "Wild by Nature", its logo, brand elements and associated goodwill are the exclusive property of our client. You are expressly prohibited from using, reproducing, imitating or otherwise exploiting the "Wild by Nature" brand, its trademarks or any similar marks for any purpose, commercial or otherwise, without the express prior written consent of Wild by Nature. Any unauthorized use will be deemed an infringement of Wild by Nature's intellectual property rights and may result in severe civil and criminal penalties.

13.3. You are granted a limited, non-exclusive, non-transferable, revocable license to access and use the Services for your personal, non-commercial use, subject to these Terms.

13.4. You are expressly prohibited from copying, reproducing, republishing, uploading, posting, transmitting, distributing or exploiting any content from our platform for any commercial purpose whatsoever, without the express prior written consent of Wild by Nature. Any unauthorized use is strictly prohibited and may result in severe civil and criminal penalties.

14. Disclaimers and Limitation of Liability

14.1. Disclaimer of Warranties: THE SERVICES AND ALL CONTENT THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WILD BY NATURE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, COMPLETENESS, TIMELINESS or THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

14.2. Limitation of Liability: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WILD BY NATURE, ITS DIRECTORS,

OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, PARTNERS or LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY or PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, GOODWILL, REPUTATION, USE or OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH:

(a) Your access to or use of or inability to access or use, the platform or Services.

(b) Any injuries, damages or losses sustained by participants during field tours or safaris, howsoever caused, including those caused by third-party tour operators.

(c) Any transactions, disputes or interactions occurring within the Marketplace between Users or between Users and any service/goods provider connected through the platform.

(d) Any technical glitches, interruptions or cessation of service due to server issues, third-party service providers or other unforeseen circumstances beyond our reasonable control.

(e) The conduct or content of any third party on the Services, including without limitation, any defamatory, offensive, illegal or fraudulent conduct of other users, minors or third parties, even if Wild by Nature has conducted preliminary checks.

(f) Unauthorized access, use or alteration of your transmissions or content.

(g) Any reliance placed by you on any information obtained from the Services or from any third-party provider connected via the platform.

14.3. Total Liability Cap: NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, WILD BY NATURE'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ALL DAMAGES, LOSSES and CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) or OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING OR USING THE SERVICES IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM.

15. Indemnification

You agree to indemnify, defend and hold harmless Wild by Nature, its parents, subsidiaries, affiliates, officers, directors, employees, consultants, agents and licensors from and against any and all claims, liabilities, damages, losses, costs, expenses (including, but not limited to, reasonable legal fees and expenses) and disbursements arising out of or in connection with:

- (a) Your access to or use of the platform and Services;
- (b) Your violation of these Terms or any applicable law or regulation;
- (c) Your infringement of any intellectual property, privacy or other right of any person or entity;
- (d) Any content you submit, post or transmit through the platform, including any fraudulent, unlawful or offensive content;
- (e) Your conduct in connection with the Services, including any misconduct, fraud or unlawful activity.

16. Termination of Account

Wild by Nature reserves the absolute right to suspend or terminate your account and access to the Services, at its sole discretion, without prior notice or liability, for any reason whatsoever, including but not limited to a breach of these Terms, any applicable law or any activity deemed harmful to the platform or its users. Upon termination, your right to use the Services will immediately cease. All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

17. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of India, without regard to its conflict of law principles. Any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, shall be subject to the exclusive jurisdiction of the courts located in Kolkata, West Bengal, India.

18. Severability

If any provision of these Terms is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The invalid or unenforceable provision shall be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

19. Entire Agreement

These Terms, together with the Privacy Policy and Return & Cancellation Policy, constitute the entire and sole agreement between you and Wild by Nature regarding the

use of the platform and Services, superseding any prior agreements, representations or understandings, whether written or oral.

20. Contact Information

For any queries, concerns or requests pertaining to these Terms, please contact us at:

Email: info@wildbynature.co.in

Phone: 96744 52988

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