brands.io

TERMS OF USE

AGREEMENT TO TERMS

These Terms of Use constitute a legally binding agreement made between User, whether personally or on behalf of an entity ("you", "your", "customer", "customers") and Braands.io, along with its agents, assigns, and affiliates Braands.io Internet Pvt. Ltd.("Company", "we", "us", or "our"), concerning your access to and use of the Braands.io website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto which is controlled by the Company Braands.io Internet Pvt. Ltd. (collectively, the "Site"). Kindly be informed that blockchain networks, even if Braands.io publishes Domain Names or other records to them, are controlled by third parties (who may be distributed networks of independent computers), and are therefore not included in the definition of the "Site". You agree that by accessing the Site, you have read, understood, and agreed to be bound by all of these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Terms of Use, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Site.

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, and logos contained

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therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property right laws of India. The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

USER REPRESENTATIONS

By using the Site, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Site through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Site for any illegal or unauthorized purpose; and (7) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

USER REGISTRATION

You may be required to register with the Site.User can register with the site by connecting Metamask or Walletconnect. After successfully connecting with anyone of the above you need to provide general information which may include your name, email, username, and contact number. We reserve the right to deactivate a user, in our sole discretion, any such usernamewhich will be inappropriate, obscene, or otherwise objectionable in our view.

SERVICES

All services are subject to availability. We reserve the right to discontinue any service at any time for any reason. We also expressly reserve the right to introduce new services at our sole discretion. Prices for all services will be determined at our sole discretion and are subject to change.

PURCHASES AND PAYMENT

We accept the cryptocurrencies and fiatas a mode of payment. You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Site. You further agree to promptly update relevant information, so that we can complete your transactions and contact you as needed. Applicable taxes will be added to the price of purchases as deemed required by us. We may change prices at any time.

You agree to pay all charges at the prices then in effect for your purchases and any applicable shipping fees, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order. If your order is subject to recurring charges, then you consent to us charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until such time as you cancel the applicable order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

We reserve the right to refuse to sell any domain listed on the Site at our sole discretion.

We reserve the right to refuse any order placed through the Site. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders, in our sole judgment.

PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

- Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Circumvent, disable, or otherwise interfere with security related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
- Engage in unauthorized framing of or linking to the Site.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
- Attempt to impersonate another user or person or use the login information of another user.

- Use any information obtained from the Site in order to harass, abuse, or harm another person.
- Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue generating endeavor or commercial enterprise.
- Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
- Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
- Delete the copyright or other proprietary rights notice from any Content.
- Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, blockchain mining programs, or other material, including spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
- Use the Site in a manner inconsistent with any applicable laws or regulations.

PROMOTION CODES

By using the Site, you agree that you will not claim more than one promotional Braands.io store credit or Braands.io coupon code in any 30-day period, even if the promotional credits come from separate promotions. Repeated attempts to circumvent this limitation may result in a temporary or permanent ban that will prevent you from accessing the Braands.io Site.

SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site or the Marketplace Offerings ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral

rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

ADVERTISERS

We allow advertisers to display their advertisements and other information in certain areas of the Site, such as sidebar advertisements or banner advertisements. If you are an advertiser, by placing any ads on or with the Site (whether directly or via a third-party ad disseminator), you take full responsibility for any advertisements you place on the Site and any services provided on the Site or products sold through those advertisements. We simply provide the space to place such advertisements, and we have no other relationship with advertisers.

SITE MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Domains (if in our custody) or Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site and the Marketplace Offerings.

PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy: <u>https://www.Braands.io/privacy-policy</u>. By using the Site or the Marketplace Offerings, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use. Please be advised that the site and marketplace offerings are hosted in India. Further, we do not knowingly accept, request, or solicit information from children. Therefore, if we receive actual knowledge that anyone under the age of less than 18 has provided personal information to us without the requisite and verifiable parental consent, we will delete that information from the Site as quickly as is reasonably practical.

TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use the Site. without limiting any other provision of these terms of use, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the site and the marketplace offerings (including blocking certain ip addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these terms of use or of any applicable law or regulation. we may terminate your use or participation in the site and the marketplace offerings or deactivate your account and any content or information that you posted at any time, without warning, in our sole discretion.MN

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive remedies.

MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Marketplace Offerings without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site or the Marketplace Offerings.

We cannot guarantee the Site and the Marketplace Offerings will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site or the Marketplace Offerings at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site or the Marketplace Offerings during any downtime or discontinuance of the Site or the Marketplace Offerings. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or the Marketplace Offerings or to supply any corrections, updates, or releases in connection therewith.

FORCE MAJEURE

Neither you or us shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with, due to circumstances beyond the reasonable control of such party, including but not limited to, Government legislations, fires, floods, explosions, epidemics, accidents, acts of God, wars, riots, strikes, lockouts, or other concerted acts of workmen, acts of Government and / or shortages of materials, hacking, unanticipated technological or natural interference or intrusion, loss or damage to satellites, loss of satellite linkage or any other data communications linkage, loss of connectivity or any other irresistible force or compulsion.

DISPUTE RESOLUTION

In the event that any disputes, differences, claims and questions whatsoever arising out of or in connection with or incidental to or touching this Agreement or the construction or application thereof or any clauses or thing herein contained or in respect of any account and the duties, responsibilities and obligations of either party hereunder or as to any act or omission of any party or as to any other matter in anywise relating to these presents or the rights, duties and liabilities of either party under these presents shall be resolved and settled by Arbitration, and administered electronically, in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The Parties agree that the aforesaid proceedings shall be carried out by a sole arbitrator. The juridical seat of the arbitration shall be at Delhi, India. The language of

the arbitration shall be English. The law governing the arbitration proceedings shall be Indian law. Each Party shall bear its own cost of arbitration. In the event the arbitration proceedings cannot be administered electronically, the proceedings shall be conducted physically and the venue of the proceedings shall be Delhi, India.

GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with law prevalent in India. You hereby agree that the courts having jurisdiction in Delhi shall have exclusive jurisdiction to hear and decide any suit, action or proceedings and to resolve any disputes, arising in connection with this Agreement.

CORRECTIONS

There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to the Marketplace Offerings, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

DISCLAIMER

The site is provided on an as-is and as-available basis. You agree that your use of the site services will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the site and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranties or representations about the accuracy or completeness of the site's content or the content of any websites linked to this site and we will assume no liability or responsibility for any (1) errors, mistakes, or inaccuracies of content and materials, (2) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the site, (3) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (4) any interruption or cessation of transmission to or from the site, (5) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the site by any third party, and/or (6) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the site. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the site, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

LIMITATIONS OF LIABILITY

In no event will we or our directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the site, even if we have been advised of the possibility of such damages.

INDEMNIFICATION

You agree to indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Site; (2) breach of these Terms of Use; (3) any breach of your representations and warranties set forth in these Terms of Use; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; (5) our blocking or deletion of any Domain in custody with us or other information in such Domain record in accordance with this Agreement; (6) any malfunction, damage or disruption to any public blockchain network, or (6) any overt harmful act toward any other user of the Site with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

USER DATA

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

Notwithstanding any privacy-related laws or regulations to the contrary, we will not and cannot delete any data you have provided to us which is subsequently recorded to the blockchain or any other distributed decentralized storage networks. You agree, to the extent you have instructed us, whether explicitly or implicitly (i.e., by submitting it to us through our web portal) to so-record such information, to hold us harmless and indemnify us (in the manner of the previous section) for any claims or damages founded upon the publication of and/or the inability to delete such information. The indemnification of the previous section shall be construed to include and encompass any third-party damages or claims founded upon your submission of data to us which cannot subsequently be removed or deleted.

ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You hereby consent to receive electronic communications from us, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the site.

STORE CREDIT POLICY

Any refunds, if granted, are made as a prepaid amount to your profile on our website, and these amounts do not expire. Store credit issued to you as part of a Braands.io customer loyalty program or promotional gift will expire in the time period stated in the email or other notification you receive regarding the store credit. The notification may contain other terms and conditions that will also apply. No service fees, dormancy fees, or other fees will be charged for the redemption of store credit. Unless required by law, store credit cannot be redeemed for cash and is non-transferable.

To apply your store credit to a future purchase or to inquire about the balance of store credit on your profile, please contact us by email at support@braands.io.

MISCELLANEOUS

These Terms of Use and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between user and Braands.io. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision or part of the provision is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

Please read these Terms of Service (the "Terms") carefully as they form a contract between User and Braands.io, that governs your access and use of our application, our services, and other software that may be downloaded to, or accessed by, any mobile or computing device you own or control in connection with our services (collectively, the "Services").

By using, accessingyou are agreeing to these Terms. You may not use, access, unless, and by accessing the Services you represent and warrant that, you (1) if an individual, are at least 18 years of age, (2) have not at any time breached a contract with Braands.io, and (3) accept and agree to be bound by these Terms.

These Terms together with our Privacy Policy constitute the entire agreement between you and us, regarding your access to, and use of, any Services.

1. Account Registration: To create an account, you must register for the Services using your phone number, email id. You agree to receive text messages and phone calls (from us or our third-party providers) with verification codes to register for our Services.

2. Software: In order to enable new features and enhanced functionality, you consent to downloading and installing updates to our Services.

3. Fees and Taxes. You are responsible for data and mobile carrier fees and taxes associated with the devices on which you use our Services.

4. Your Responsibilities and Restrictions: You are solely responsible for your actions. You agree:

a. to abide by all material local, state, national, and international laws and regulations applicable to your use of the Services;

b. to comply with all applicable export control and trade sanctions laws;

c. not to violate or infringe the rights of Braands.io, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights;

d. not to distribute in any way files that contain viruses, corrupted files, or any other software code that may damage the operation of the Services or any other computers or facilities;

e. not to interfere with or disrupt networks or facilities used in providing, or that are connected to, the Services;

f. not to transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability;

g. not to interfere with any other customer's use and enjoyment of the Services;

h. not to transmit any content that is libelous, defamatory, obscene, pornographic, abusive, or threatening;

i. not to send illegal or impermissible communications such as bulk messaging, automessaging, and auto-dialing;

j. not to gain or try to gain unauthorized access to our Services or systems;

k. not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code underlying our Services;

I. not to disrupt the integrity or performance of our Services;

m. not to create accounts for our Services through unauthorized or automated means;

n. install or use a copy of the Services on a device that you do not own or control;

o. not to collect information about our users in any unauthorized manner;

p. not to sell, rent, or charge for our Services; and

q. to comply with all material and applicable regulations, policies and procedures of networks connected to the Services.

You acknowledge that the laws and regulations governing the use of the Services may change from time to time. If we disable your account for a violation of our Terms, you will not create another account without our written consent

5:Keeping Your Account Secure: Braands.io does not have the ability to access your account. You are responsible for keeping your device and your Braands.io account safe and secure.

6. Third-Party Service: Our Services may allow you to access, use, or interact with third-party websites, apps, content, and other products and services. When you use third-party services, their terms and privacy policies govern your use of those services.

7. Your Rights: You own the information you submit through our Services. You must have the rights to the login credentials you use to sign up for your Braands.io account.

8. Braands.io : Rights. We own all copyrights, trademarks, domains, logos, trade dress, trade secrets, patents, and other intellectual property rights associated with our Services. You may not use our copyrights, trademarks, domains, logos, trade dress, patents, and other intellectual property rights unless you have our written permission. To report copyright, trademark, or other intellectual property infringement, please contact support@braands.io

9. Braands.io License to You: Braands.io grants you a limited, revocable, non-exclusive, and non-transferable license to use our Services in accordance with these Terms.

10.Availability: Our Services may be interrupted, including for maintenance, upgrades, or network or equipment failures. We may discontinue some or all of our Services, including certain features and the support for certain devices and platforms, at any time.

11. General:

a. **No Waiver:** If we fail to enforce any of our Terms, that does not mean we waive the right to enforce them.

b. Severability: If any provision of the Terms is deemed unlawful, void, or unenforceable, that provision shall be deemed severable from our Terms and shall not affect the enforceability of the remaining provisions.

c. Country Restrictions: Our Services are not intended for distribution to or use in any country where such distribution or use would violate local law or would subject us to any regulations in another country. We reserve the right to limit our Services in any country.

d. Questions: If you have specific questions about these Terms, please contact us at support@braands.io

CONTACT US

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

Braandsio Internet Private Limited

(0124) 429-1280

145, 1st Floor, JMD Megapolis, Sector 48, Gurugram 122018, Haryana INDIA Email: support@braands.io

Date: 17th Dec 2022