



Terms & Conditions

The terms and conditions contained herein, along with the Privacy Policy, form an Agreement regulating our relationship with regard to the use of the products and services of Netscribes (India) Private Limited (henceforth mentioned as "Netscribes") by you (henceforth mentioned as the "User", which term may signify an individual, legal entity or corporation or likewise). The "User" is advised to read this Agreement carefully. If the User is not agreeable to any terms and conditions, the User should not use this service. The User can buy Netscribes' services if the User is agreeable to all the terms and conditions of this Agreement in its entirety. If the User accepts this agreement, it will be a legally binding agreement between the User and Netscribes.

Unless there is another written agreement between the User and Netscribes that covers a part or all of Netscribes' services, this is the entire agreement between the User and Netscribes. If there is another written agreement between the User and Netscribes that covers a part of Netscribes' services, this Agreement covers all other services contracted by you from Netscribes. Whenever new products or services become available, the User's transactions will continue to come under this Agreement unless Netscribes notifies the User otherwise.

Applicable Law

This site is created and controlled by Netscribes (India) Private Limited in Mumbai, India. As such, the laws of India shall apply to this Agreement and the courts in Mumbai alone shall have the jurisdiction in respect of all the terms, conditions and disclaimers. Netscribes (India) Private Limited reserves the right to make changes to the site and the terms, conditions and disclaimers.

Definitions:

"Agreement" means the terms and conditions as detailed herein including all schedules, appendices, annexures, Privacy Policy, and will include the references to this Agreement as amended, novated, supplemented, varied or replaced from time to time."

"Netscribes (India) Private Limited"/ "Site" means the online shopping platform owned and operated by Netscribes (India) Private Limited ("Netscribes (India) Private Limited"), which provides a venue to the users of Netscribes (India) Private Limited to buy the products listed on Netscribes (India) Private Limited.

"Vendor"/"Seller" shall mean the person or any legal entity who offers for sale, sells the products on Netscribes (India) Private Limited.

"Customer" / "Buyer" shall mean the person or any legal entity who accepts the offer for sale on Netscribes (India) Private Limited by placing an order for and or purchases any products offered for sale on Netscribes (India) Private Limited.

"User"/ "You" means and includes you and/or any person or an entity including Vendor/Seller using or accessing the services provided on this Site.

Eligibility:

You represent and warrant that you are competent and eligible to enter into legally binding agreement and have the requisite authority to bind the other party to this Agreement. You shall not use this Site if you are not competent to contract under the applicable laws, rules and regulations.

Term of Agreement/Service:

This Agreement shall continue to be in full force and effect for so long as you are using the Netscribes (India) Private Limited services. Netscribes (India) Private Limited provides the online shopping platform wherein the Users can purchase/buy the services/products listed on Netscribes (India) Private Limited (the "Services") pursuant to the terms and conditions set forth below. By clicking on I AGREE, you are agreeing to use the Services in a manner consistent with, and abide by, the terms and conditions of this Agreement, our Privacy Policy, and with all applicable laws and regulations. Either the User or Netscribes (India) Private Limited may terminate the service at any time, with or without cause. However, Netscribes (India) Private Limited reserves the right, in its sole discretion, to terminate the User's access to the Netscribes (India) Private Limited services and the related services or any portion thereof at any time, without notice.

Modification of Terms and conditions of Service:

Netscribes (India) Private Limited may change this Agreement at any time without prior notification and the User can read a current copy of this Agreement at any time by selecting the "Terms and Conditions" link on Netscribes services. In the event the modified Terms are not acceptable to the User, you should discontinue using the service. However, if you continue to use the service, you agree to accept and abide by the modified Terms.

Registration Data:

To avail of and use the Services, you need to register with Netscribes (India) Private Limited. As a part of registration process, you agree to provide Netscribes (India) Private Limited current, complete, and accurate registration information (the "Registration Data") as prompted to do so by the Service, and to maintain and update this information as required to keep it current, complete and accurate.

If you provide any information that is untrue, inaccurate not current or incomplete or Netscribes (India) Private Limited has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Netscribes (India) Private Limited has the right to indefinitely suspend or terminate your membership and refuse to provide you with access to Netscribes (India) Private Limited Site.

You shall be responsible for maintaining the confidentiality of your password, which you will not be under an obligation to reveal to any representative or agent of Netscribes (India) Private Limited.

You agree and understand that Netscribes (India) Private Limited service is advertising supported and you grant Netscribes (India) Private Limited the right to disclose the aggregate Registration Data to third parties in connection with marketing the Services. Furthermore, you agree and grant Netscribes (India) Private Limited the right to use your individual Registration Data to provide targeting of advertisements and other Service offers.

You shall notify info@netscribes.com of any known or suspected unauthorized use(s) of your account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password.

Electronic Communication:

Users consents to receive communications from Netscribes (India) Private Limited electronically. Netscribes (India) Private Limited will communicate with Users by email or by posting notices on the Site.

Online Shopping Platform :

The User agrees, understands and acknowledges that Netscribes (India) Private Limited is an online shopping platform, a venue enabling the users to buy any product or service listed on Netscribes (India) Private Limited at the price indicated on the terms and conditions indicated therein at any time from any place.

The User further agrees and undertakes that the User has accessed the services available on this Site and is transacting at the Users' sole risk and are using the Users' best and prudent judgment before entering into any transaction through this Site. If the User uses this site, the User is responsible for maintaining the confidentiality of the User's account and password and for restricting access to the User's computer, and the User agrees to accept responsibility for all activities that occur under the Users' account or password.

All orders shall be pre-approved with an acceptable method of payment as established by Netscribes (India) Private Limited, which may call for and require additional verification or information.

The address at which delivery of the product ordered by you are to be made should be correct and proper in all respects.

After the receipt of payment from the Buyer, the Vendor shall arrange for the delivery of the product to the buyer at the shipping address provided by the Buyer (User) or via email as per the nature of product and delivery.

Any and all orders placed by the User on this Site are a firm commitment to purchase and the Users are obligated to complete the transaction and not contest it in anyway.

Before placing an order the User is advised to check the product description carefully. By placing an order for a product, the User agrees to be bound by the conditions of sale included in the item's description.

Credit card details

The User agrees, understands and confirms that the credit card details provided by the User for availing of services on Netscribes (India) Private Limited will be correct and accurate and the User shall not use any credit card which is not lawfully owned by the User. The User further agrees and undertakes to provide the correct and valid credit card details to Netscribes (India) Private Limited. Further the said information will be not be utilized and shared by Netscribes (India) Private Limited with any of the third parties unless required by law, regulation or court order.

Suspension due to non-compliance with Agreement:

Notwithstanding other legal remedies that may be available to Netscribes (India) Private Limited, Netscribes (India) Private Limited may in its sole discretion limit User activity by immediately removing User listing either temporarily or indefinitely or suspend or terminate User membership, and/or refuse to provide User with access to the Site:

- If the User is in breach any of the terms and conditions of this Agreement and/or the Terms and conditions of usage of Netscribes (India) Private Limited;
- If the User has provided wrong, inaccurate, incomplete or incorrect information;
- If the User's actions may cause any harm, damage or loss to the other Users or Netscribes (India) Private Limited.
- Illegal and/or unauthorized use of the Service, including unauthorized framing of or linking to the Netscribes (India) Private Limited Site will be investigated, and appropriate legal action will be taken, including without limitation, civil, criminal and injunctive redress.

Indemnity:

The User agrees to defend, indemnify and hold harmless Netscribes (India) Private Limited, Netscribes (India) Private Limited, its employees, directors, officers, agents and their successors and assigns from and against any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon the use of User's actions or inactions, including but not limited to any warranties, representations or undertakings or in relation to the non-fulfillment of any of its obligations under this Agreement or arising out of the User's infringement of any applicable laws, regulations including but not limited to Intellectual Property Rights, payment of statutory dues and taxes, claim of libel, defamation, violation of rights of privacy or publicity, loss of service by other subscribers and infringement of intellectual property or other rights.

This clause shall survive the expiry or termination of this Agreement.

Permitted Use, Limitations on Use

The User may access and download the Material only as required to view the Material on the User's web browser for the User's use, keeping all copyright and other notices on the Material. The User may print a single copy of Material for your use. The User may not republish or distribute any Material or do anything else with the Material, which is not specifically permitted in this Agreement.

Anti-hacking Provision

The User may not, nor may the User allow others to, directly or indirectly: (a) attempt to or actually disrupt, impair or interfere with, alter or modify Netscribes' service or any Material; or (b) collect or attempt to collect any information of others, including passwords, account or other information.

No Advice

The Material available on Our Service is for informational purposes only.

Copyright

Unless specifically stated in conjunction with particular Material, all Material is copyrighted by Netscribes (India) Private Limited. The User has no rights in or to the Material and the User may not use any Material other than as permitted under this Agreement.

Return Policy

Due to the nature of the information being sold, Netscribes unfortunately cannot accept returns of products once they have been delivered. Please be sure to read all available information about a report before you place your order. If you have any questions about a report's coverage or relevance, simply contact us for expert assistance from a Research Specialist.

Limitation of Liability

Netscribes (India) Private Limited HAS MADE THIS SERVICE AVAILABLE TO USE AS A MATTER OF CONVENIENCE. Netscribes (India) Private Limited EXPRESSLY DISCLAIMS ANY CLAIM OR LIABILITY ARISING OUT OF UPLOADING OF ANY OBSCENE, VULGAR OR PORNOGRAPHIC IMAGES, PHOTOGRAPH OR A PICTURE OR ALTERING OR DISTORTING THE IMAGES AVAILABLE UNDER THIS SERVICE IN AN OBSCENE, VULGAR OR PORNOGRAPHIC MANNER. USER AGREES AND ACKNOWLEDGES THAT USER SHALL BE SOLELY RESPONSIBLE FOR USER'S CONDUCT AND THAT Netscribes (India) Private Limited RESERVES THE RIGHT TO TERMINATE YOUR RIGHTS TO USE THE SERVICE IMMEDIATELY, NOTWITHSTANDING PENAL PROVISIONS UNDER THE INDIAN CYBER LAWS OR ANY OTHER ALLIED LAWS ENACTED BY THE GOVERNMENT OF INDIA OR ANY OTHER STATUTORY, LEGISLATIVE OR REGULATORY AUTHORITY AUTHORIZED IN THIS REGARD FROM TIME TO TIME.

IN NO EVENT SHALL Netscribes (India) Private Limited BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES WHATSOEVER 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 Netscribes (India) Private Limited SITES/SERVICES FOR INTERRUPTED COMMUNICATIONS, DELAY, LOST DATA OR LOST PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF Netscribes (India) Private Limited HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, OR INABILITY TO USE THE Netscribes (India) Private Limited SITES/SERVICES OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE Netscribes (India) Private Limited SITES/SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE Netscribes (India) Private Limited SITES/SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF Netscribes (India) Private Limited OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. Netscribes (India) Private Limited DOES NOT ENDORSE IN ANYWAY ANY ADVERTISERS/ CONTENTS OF ADVERTISERS ON ITS WEBPAGES. THE CLAUSE SHALL SURVIVE THE TERMINATION OR EXPIRY OF THIS AGREEMENT.

Privacy Policy

Use of this site is subject to our Privacy Policy. Netscribes (India) Private Limited respects your privacy. Netscribes (India) Private Limited will not intentionally monitor or disclose any private messages or address information unless required by law, regulation or court order. You agree to respect the privacy and confidentiality of others.

We reserve the right to change or update these policies at any time upon reasonable notice, effective immediately upon posting to this site.

Disclaimer

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USER SPECIFICALLY AGREES THAT Netscribes (India) Private Limited SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY TRANSACTIONS ENTERED INTO THROUGH AN Netscribes (India) Private Limited SITE/SERVICE. USERS SPECIFICALLY AGREE THAT Netscribes (India) Private Limited's NOT RESPONSIBLE OR LIABLE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL CONTENT OR CONDUCT OF ANY OTHER PARTY OR ANY INFRINGEMENT OF ANOTHER'S RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS. USERS SPECIFICALLY AGREE THAT Netscribes (India) Private Limited IS NOT RESPONSIBLE FOR ANY CONTENT SENT USING AND/OR INCLUDED IN Netscribes (India) Private Limited SITE/SERVICE BY ANY THIRD PARTY.

ADVICE RECEIVED VIA THE Netscribes (India) Private Limited SITES/SERVICES SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

Entire Agreement

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed to be superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Netscribes (India) Private Limited with respect to the Netscribes (India) Private Limited sites/services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Netscribes (India) Private Limited with respect to the Netscribes (India) Private Limited sites /services. Netscribes (India) Private Limited's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches.

Governing Law and Jurisdiction

This agreement is governed and construed in accordance with the Laws of Union of India. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Mumbai, Maharashtra, India, in all disputes arising out of or relating to the use of the Netscribes (India) Private Limited sites /services. Use of the Netscribes (India) Private Limited sites/services is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree to indemnify and hold Netscribes (India) Private Limited, its subsidiaries, affiliates, directors, officers and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct on the Netscribes (India) Private Limited sites /services.

Netscribes (India) Private Limited's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Netscribes (India) Private Limited's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Netscribes (India) Private Limited sites/services or information provided to or gathered by Netscribes (India) Private Limited with respect to such use.

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