

**GET SKY BUY**  
**Terms and conditions**

Updated on 30 Nov, 2024

# Terms and Conditions

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## 1. Introduction

### 1.1 Purpose and Scope

The purpose of these terms and conditions ("Terms") is to set forth the rules and guidelines for the use of the services provided by GET SKY BUY. By accessing or using our website, services, or platform, you agree to comply with these Terms. Please read these Terms carefully before using our platform.

### 1.2 Company Overview

GET SKY BUY is an e-commerce platform that offers a wide variety of products, including [mention categories such as electronics, clothing, home goods, etc.]. We are based in Bagdogra, West Bengal, India, and offer both local and national shipping to our customers.

### 1.3 Contact Information

You can reach us at:

Email: [contact@getskybuy.in](mailto:contact@getskybuy.in)

Phone: +91 9332525641

For any inquiries regarding these Terms or our services, please contact us through the provided communication channels.

### 1.4 Acceptance of Terms

By accessing or using the website, you agree to be bound by these Terms. If you do not agree to any of these Terms, you must not access or use our website or services.

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## 2. Definitions

### 2.1 "User"

A "User" refers to any individual or entity that registers, browses, purchases, or otherwise interacts with GET SKY BUY's website or services.

### 2.2 "Account"

An "Account" refers to a personal profile or registration created by the user on GET SKY BUY's website to access and use services, such as purchasing products.

### 2.3 "Platform"

The term "Platform" refers to the GET SKY BUY website ([www.getskybuy.in](http://www.getskybuy.in)), any associated mobile applications, and other digital services provided by the company.

### 2.4 "Products"

"Products" refers to the goods or services available for purchase on the GET SKY BUY website.

## **2.5 "Services"**

"Services" refers to the various features and functionalities provided by GET SKY BUY, including but not limited to product listings, online transactions, shipping, and customer support.

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## **3. Account Registration**

### **3.1 Eligibility**

To create an account on our platform, you must be at least 18 years of age. By registering an account, you represent and warrant that you meet these eligibility requirements.

### **3.2 Account Information**

When creating an account, you must provide accurate and complete information, including but not limited to your name, email address, phone number, shipping address, and payment details. You are responsible for maintaining the confidentiality of your account information and password.

### **3.3 Account Security**

You agree to notify us immediately of any unauthorized use of your account or any other breach of security. GET SKY BUY is not liable for any loss or damage caused by your failure to protect your account credentials.

### **3.4 Suspension or Termination of Accounts**

We reserve the right to suspend or terminate your account at our sole discretion, with or without notice, if you violate these Terms or engage in unlawful activities. You may terminate your account by contacting us, but this does not absolve you of any outstanding obligations.

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## **4. Use of the Website and Services**

### **4.1 Access and Usage Rights**

GET SKY BUY grants you a limited, non-exclusive, non-transferable license to access and use the website for personal, non-commercial purposes. You agree to use the website only for lawful purposes and in accordance with these Terms.

### **4.2 Prohibited Uses**

You are prohibited from using the website or services for the following activities:

- Engaging in fraudulent or illegal activities
- Posting offensive, abusive, or defamatory content
- Spamming or distributing viruses, malware, or other harmful software
- Infringing on the intellectual property rights of others
- Attempting to gain unauthorized access to our platform or systems

#### **4.3 Third-Party Links and Content**

Our platform may contain links to third-party websites or services that are not owned or controlled by GET SKY BUY. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party sites.

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### **5. Product Information and Availability**

#### **5.1 Product Descriptions**

We strive to provide accurate descriptions of our products, including images, pricing, and specifications. However, we do not guarantee that product descriptions are entirely accurate, complete, or error-free.

#### **5.2 Errors in Product Listings**

In the event of an error in product pricing or availability, we reserve the right to cancel any orders placed at the incorrect price or with inaccurate availability. We will notify you of any such changes and offer you the option to proceed with the corrected information.

#### **5.3 Product Availability**

All products are subject to availability, and we cannot guarantee stock levels. If a product is out of stock or unavailable, we will inform you and either offer an alternative or issue a refund for the order.

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### **6. Orders and Payments**

#### **6.1 Order Confirmation**

After placing an order, you will receive an email confirming that we have received your order. Please note that this does not mean your order has been accepted, as acceptance occurs once payment is processed.

#### **6.2 Pricing**

All prices are listed in Indian Rupees (INR) and may be subject to change without notice. Any discounts or promotions will be communicated clearly during checkout.

#### **6.3 Payment Methods**

We accept payments via Razorpay, WhatsApp payment options, and other accepted payment methods. You are responsible for ensuring that your payment method is valid and has sufficient funds.

#### **6.4 Taxes and Duties**

Prices listed on the website do not include any applicable taxes, shipping fees, or import duties. These costs will be added during the checkout process.

## **6.5 Payment Failure**

If your payment method fails or is declined for any reason, we will notify you and may cancel your order or request an alternate payment method.

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## **7. Shipping and Delivery**

### **7.1 Delivery Methods**

We offer several shipping methods via trusted delivery partners, including India Post, Delhivery, and Shiprocket. Shipping rates are calculated based on the destination and weight of the order.

### **7.2 Delivery Charges**

Shipping charges may vary depending on your location. We may offer free shipping promotions, which will be clearly stated on the website.

### **7.3 Estimated Delivery Times**

Estimated delivery times are provided at checkout and may vary based on your location and shipping method. While we strive to meet these timelines, we cannot guarantee exact delivery dates.

### **7.4 Delays**

We are not responsible for delays caused by third-party carriers, adverse weather conditions, or other circumstances beyond our control.

### **7.5 Risk of Loss**

Once the product is shipped, the risk of loss or damage transfers to you. If the product is damaged or lost in transit, please contact us immediately for assistance.

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## **8. Returns, Refunds, and Exchanges**

### **8.1 Return Policy**

You may return most products within [X] days of receipt. The item must be in its original condition and packaging. Certain items (e.g., perishable goods, personalized products) may not be eligible for return.

### **8.2 Refunds**

If your return is accepted, we will issue a refund to the original payment method. Refunds may take [X] business days to process, depending on your payment provider.

### **8.3 Exchanges**

We offer exchanges for damaged or defective products. You must notify us within [X] days of receiving the item, and we will arrange for a replacement.

#### **8.4 Non-returnable Items**

Certain items are non-returnable, including but not limited to opened electronics, customized products, or hygiene-sensitive goods.

#### **8.5 Return Process**

To initiate a return, please contact our customer service team with your order number and reason for the return. We will provide instructions on how to proceed.

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### **9. Privacy and Data Protection**

#### **9.1 Information Collection**

We collect personal data such as your name, address, email, phone number, and payment information to process orders and provide customer support.

#### **9.2 How Data is Used**

We use your personal information to process your orders, provide a personalized shopping experience, improve our services, and communicate with you regarding your purchases.

#### **9.3 Data Security**

We implement reasonable security measures to protect your personal information from unauthorized access or disclosure. However, no method of transmission over the Internet is 100% secure, and we cannot guarantee absolute security.

#### **9.4 Third-Party Sharing**

We may share your data with third-party service providers to fulfill orders, process payments, and improve our services. These third parties are bound by confidentiality agreements and are not permitted to use your data for purposes other than those specified.

#### **9.5 User Rights**

You have the right to access, update, or delete your personal information. To exercise these rights, please contact our customer service team.

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### **10. Intellectual Property**

#### **10.1 Ownership**

All content on the GET SKY BUY platform, including logos, product images, text, graphics, and designs, are the intellectual property of GET SKY BUY or its licensors. Users are not permitted to use any content for commercial purposes without explicit permission.

#### **10.2 User Content**

By submitting content (e.g., product reviews, comments) to GET SKY BUY, you grant us a

non-exclusive, royalty-free license to use, display, and distribute that content on the website and related marketing materials.

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## **11. Disclaimers and Limitation of Liability**

### **11.1 Disclaimer of Warranties**

We make no warranties regarding the website's functionality, the quality or availability of our products, or the accuracy of the information on the platform. Your use of the website is at your own risk.

### **11.2 Limitation of Liability**

GET SKY BUY's liability is limited to the maximum extent permitted by law. We are not responsible for any indirect, incidental, or consequential damages arising from your use of our website or products.

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## **12. Dispute Resolution**

### **12.1 Governing Law**

These Terms shall be governed by and construed in accordance with the laws of India. Any disputes arising from or related to these Terms will be resolved under Indian jurisdiction.

### **12.2 Arbitration**

In case of a dispute, we encourage you to first contact our customer service team to resolve the issue amicably. If a resolution cannot be reached, disputes will be resolved through binding arbitration in West Bengal.

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## **13. Modifications to Terms and Conditions**

### **13.1 Right to Modify**

GET SKY BUY reserves the right to modify, update, or change these Terms at any time without prior notice. All changes will be posted on the website with the updated effective date.

### **13.2 Notification**

We will notify you of material changes via email or a prominent notice on the website.

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## **14. Termination of Account**

#### **14.1 User Termination**

You can terminate your account by contacting our customer service team. After termination, you may lose access to certain services.

#### **14.2 Company Termination**

We reserve the right to suspend or terminate your account if you violate these Terms or engage in fraudulent activity.

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### **15. Miscellaneous**

#### **15.1 Severability**

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

#### **15.2 Entire Agreement**

These Terms constitute the entire agreement between you and GET SKY BUY regarding the use of the website and services.

#### **15.3 No Waiver**

Failure by GET SKY BUY to enforce any provision of these Terms does not waive our right to enforce that provision in the future.

#### **15.4 Assignment**

GET SKY BUY may assign or transfer its rights and obligations under these Terms to third parties at any time, without notice.