

Terms and Conditions for cutoffserach.com Advertisements

DISCLAIMER

Gestalt IT Consultancy private limited is not liable for any inaccurate/misleading information/ advertisement. It is the responsibility of end-user to research /verify / accept bonafide' content. It is not responsible for the consequences of any actions taken based on the information provided on the website.

CONTENT

The Advertiser states that the contents of the advertisement given by him/her are true and correct and that nothing has been concealed from the website and is in compliance with the laws in India. The Advertiser stands by the content of the said advertisement and indemnifies website of any action legal/civil that may follow because of the publication of the said advertisement.

Under no circumstances will Gestalt IT Consultancy private limited be liable for any loss to the advertiser for any error or omission on part of the publication. Cancellations and alterations will be accepted in writing/email given to Gestalt with at least 2 days prior notice and will be executed under our cancellation policy.

PAYMENT MODES

Payment will be received by Cheque/Net Banking.

Payment options (full/partial) will be decided and finalised by both parties i.e. Advertiser and Gestalt

UTMOST GOOD FAITH

All Ads are accepted in good faith and Gestalt accepts no responsibility whatsoever regarding the bonafides of the Advertisers', nor can any interviews be granted or correspondence entered into regarding any advertisement published.

CONTENT OF ADVERTISEMENT

All information of whatsoever nature received from the user/advertiser is taken in good faith, without suspecting the bonafides of the advertiser. The contents of the advertisement is believed to be true and correct and in compliance with the laws of India.

INDEMNIFY

The advertiser indemnifies Gestalt for any action or claim by any third party resulting from any advertisement instructed by the advertiser or its agency.

LIMITATION OF LIABILITY

Under no circumstances will Gestalt be liable for any loss to the advertiser for any error or omission. Cancellations and alterations will be accepted only in writing.

MODIFICATIONS TO TERMS AND CONDITIONS

Gestalt in its sole discretion shall reserve the right to modify the Terms & Conditions at any time and without prior notice to its users/advertiser, and edit, modify and alter the content of the advertisement. User agrees that the online advertisements placed with Gestalt shall be reflected within 12 hours. The user further agrees to the stipulated 6 hours processing period for all the advertisements that would be required by Gestalt.

RESCHEDULING ADVERTISEMENTS

Gestalt reserves the unqualified right on behalf of the publication to decline, change or reschedule any advertisement/listing notwithstanding earlier acceptance by us or even if payment for the advertisement has been made. The conditions contained along with its modifications if any shall always govern the acceptance and publication of any advertisement

DEALINGS WITH ORGANISATIONS AND INDIVIDUALS

Gestalt does not take responsibility of being directly involved in any transaction including SMS and/or any other services between parties using the site. Gestalt IT Consultancy Private Limited site is a venue only and do not screen or censor or otherwise control the listings offered to other Users, nor does Gestalt, screen or censor or otherwise control the Users of its service. Does not assume responsibility for the content or context of the user comment areas and will not remove or edit postings to the public comments areas once they are entered into the service, except to expire records or in our sole discretion.

CONDUCT

Gestalt service may be used only for lawful purposes. Transmission, distribution or storage of material or conduct in violation of any applicable local, state, Central or foreign law or regulation is prohibited. This includes without limitation any unauthorized use of material protected by patent, copyright, trademark or other intellectual property right, material that is obscene, defamatory or libellous, constitutes an illegal threat, or violates rights of privacy or publicity, or violates export control laws. The user may use the information on our site only to the extent necessary to facilitate Gestalt IT Consultancy Private Limited related transactions.

PROHIBITION OF OFFENSIVE CONTENT

Gestalt prohibits the transmission (through SMS / text / advertisement or any other content), distribution or posting of unwanted or offensive content, prohibited transmissions include without limitation, profane or sexually explicit advertisements that include masking or misspelling the words, or images that would be illegal in any Law in force.

DANGEROUS/ STOLEN GOODS AND OFFENSIVE TEXT

Gestalt prohibits the listing/sale/SMS of the following goods/services for any reason, including but not limited to any item that is illegal to sell under any applicable law, statute, ordinance or regulation including the following: any controlled substance, dangerous, counterfeit or stolen goods, goods which do not actually exist, any good that infringes or violates anyone's rights, any item which in Gestalt's sole discretion is inflammatory, offensive or otherwise inconsistent with Gestalt's standards of business ethics, any messages, data, or images that might be considered by a reasonable person to be obscene or which contain racial, ethnic, religious slurs or derogatory epithets, or advocating violence, hate or other language that is deeply or widely offensive.

REFUSAL OF SERVICE

If Gestalt, in its sole discretion, determines that a violation of the Terms & Conditions has occurred, Gestalt IT Consultancy Private Limited may pursue any of its legal remedies, including but not limited to the immediate deletion of any offending material from its site, cancellation of the user's account and/or the exclusion of any person(s) who may have violated any Terms & Conditions. Gestalt IT Consultancy Private Limited will cooperate with any investigation conducted by any Central, State, or local body or any court or tribunal legitimately exercising its rights. Such cooperation may be without notice to the user. If Gestalt IT Consultancy Private Limited believes in its sole discretion that any ad that may create liability for Gestalt, Gestalt IT Consultancy Private Limited may take any actions that it believes are prudent or necessary to minimize or eliminate its potential liability, including but not limited to, the release of User information. In sum, Gestalt IT Consultancy Private Limited reserves the right to refuse service to anyone at any time, and to remove any listings or any advertisements for any reason, and without notice.

APPLICABLE TAXES AND COSTS

User understands and agrees that the User is responsible for all applicable taxes and for all costs that are incurred in using the Gestalt IT Consultancy Private Limited service. We may also, in our sole discretion, add or delete fees associated with the Service.

DISCLAIMER OF WARRANTIES

User agrees that use of the service is at user's sole risk. The service is provided on an "as is" and on an "as available" basis. Gestalt IT Consultancy Private Limited expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and no infringement.

NO WARRANTY OF SERVICE

Gestalt IT Consultancy Private Limited makes no warranty that the service will meet user's requirements, that the service will be uninterrupted, timely, secure, or error free; nor does Gestalt IT Consultancy Private Limited make any warranty as to the results that may be obtained from the use of the service or as to the accuracy or reliability of any information obtained from the service.

USER DATA

Gestalt IT Consultancy Private Limited ensures that it will not use user data for any other purpose. For the purpose of this Agreement, "User Data" shall mean all information (if any) submitted by the surfer, (the "User") to Gestalt IT Consultancy Private Limited with the exception of trading data, credit card numbers, checking account numbers, etc. "Individually Identifiable User Data" shall mean that subset of "User Data" which can be reasonably used to identify a specific individual such as their name, address, phone number, etc. The User Data shall be deemed to be the property of Gestalt. The user shall take all reasonable efforts to ensure that it is accurate and complete and not misleading in any way.

NOTICE TO ADVERTISER/USER

Notice: Any notice to the advertiser/user or to us shall be made by either email or regular mail. We may also give notice of changes to these Terms & Conditions or other matters related to Gestalt IT Consultancy Private Limited by displaying notices to Users on the Service.

EXCLUSIVE AGREEMENT

This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding any prior agreements and or communications regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

GOVERNING LAW

These Terms & Conditions and the relationship between User and Gestalt IT Consultancy Private Limited shall be governed by the laws of the State of Maharashtra, without regard to its conflict of law provisions. User and Gestalt IT Consultancy Private Limited agree to submit to the personal and exclusive jurisdiction of the courts located within the State of West Bengal.

FILING OF CLAIM

User agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service must be filed within 15 days after such claim or cause of action arose or be forever barred.

ACCEPTANCE OF ADVERTISEMENTS

Gestalt is accepting the advertisements featured on the site. It is responsible for any delay or any other issues related to advertisements

SCHEMES, DISCOUNTS, SERVICES AND PUBLICATIONS

Gestalt shall reserve the sole discretion and irrevocable right to offer / not offer schemes / services/products/new features/discounts / promotional packages on its web site exclusive to any existing or future media, known or unknown mode and vice versa.

CANCELLATION OF CONTENT AND ITS CHARGES

Gestalt shall reserve the exclusive right to cancel any content whatsoever from being published or reflected on its website or in any other mode. The cancellation charges payable to the advertiser shall be at the applicable rates laid down in the cancellation and refund policy.

LISTING PLACEMENT / POSITION

Particular page/position shall be guaranteed by the website to its clients for any advertisement.

STOP ORDERS/CANCELLATIONS

The advertised will be stopped publishing after expiring the time period.

DISCOUNT CONDITIONS

Conditions for discount:

- 1 Offer cannot be clubbed with any other offer.
2. Limited time offer.

REPORTING VIOLATIONS OF TERMS AND CONDITIONS

Please help us keep the Gestalt site an enjoyable experience for all Users. If users observe materials or behaviour that may violate or are in violation of the Gestalt Terms & Conditions, users are requested to contact Gestalt at info@gitcpl.com accordingly.

GENERAL INFORMATION

Each & every term & condition mentioned herein forming the 'general terms and conditions' shall be automatically applicable and shall govern the terms and conditions for every advertisement published and ignorance of these terms and conditions shall be no defence and cannot be a ground for non-applicability of these general terms and conditions