Website Terms of Use

PLEASE READ THESE WEBSITE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE (HEREINAFTER 'WEBSITE'). THESE WEBSITE TERMS OF USE (HEREINAFTER 'TERMS OF USE') GOVERN YOUR ACCESS TO AND USE OF THE WEBSITE. THE WEBSITE IS AVAILABLE FOR YOUR USE ONLY ON THE CONDITION THAT YOU AGREE TO THE TERMS OF USE SET FORTH BELOW. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF USE, DO NOT ACCESS OR USE THE WEBSITE. BY ACCESSING OR USING THE WEBSITE, YOU AND THE ENTITY YOU ARE AUTHORISED TO REPRESENT (HEREINAFTER 'YOU' OR 'YOUR') SIGNIFY YOUR AGREEMENT TO BE BOUND BY THE TERMS OF USE.

User Eligibility

The Web Site is provided by The Orange Cup Private Limited and available only to entities and persons who have reached the age of legal majority and are competent to enter into a legally binding agreement(s) under the applicable law. If You do not qualify, You are not permitted to use the Web Site.

Scope Of Terms Of Use

These Terms of Use govern Your use of the Website and all applications, software and services (collectively known as "Services") available via the Web Site, except to the extent that such Services are the subject of a separate agreement. Specific terms or agreements may apply to the use of certain Services and other items provided to You via the Web Site ("Service Agreement(s)"). Any such Service Agreements will accompany the applicable Services or are listed in association therewith or via a hyperlink associated therewith.

Modifications

The Orange Cup Private Limited may revise and update these Terms of Use at any time. Your continued usage of the Web Site after any changes to these Terms of Use will be deemed as acceptance of such changes. Any aspect of the Web Site may be changed, supplemented, deleted or updated without notice, at the sole discretion of The Orange Cup Private Limited. The Orange Cup Private Limited may also change or impose fees for products and services provided through the Web Site at any time, at its sole discretion. The Orange Cup Private Limited may establish or change, at any time, general practices and restrictions concerning other The Orange Cup Private Limited products and services at its sole discretion.

The Orange Cup Private Limited Privacy Notice

With respect to any individual whose personal information is provided by You to The Orange Cup Private Limited, You represent to The Orange Cup Private Limited that, You have obtained all necessary consents for the processing of such personal information contemplated by the Services.

Licence and Ownership

Any and all intellectual property rights ("Intellectual Property") associated with the Web Site and its contents (the "Content") are the sole property of The Orange Cup Private Limited, its affiliates or third parties. The Content is protected by Intellectual Property and other laws both in India and other countries. Elements of the Web Site are also protected by trade name, trade secret, unfair competition, and other laws and may not be copied or imitated in whole or in part. All customised graphics, icons, and other items that appear on the Web Site are service marks ("Marks") of The Orange Cup Private Limited, its affiliates or other entities that have granted The Orange Cup Private Limited the right and licence to use such Marks and may not be used or interfered with in any manner without the express written consent of The Orange Cup Private Limited. Except as otherwise expressly authorised by these Terms of Use, You may not copy, reproduce, modify, amend, lease, loan, sell and/or create derivative works from, upload, transmit, and/or distribute the Intellectual Property of the Web Site in any way without The Orange Cup Private Limited prior written permission or that of an appropriate third party. Except as expressly provided herein, The Orange Cup Private Limited does not grant to You any express or implied rights to the Intellectual Property of The Orange Cup Private Limited or that of any third party. The Orange Cup Private Limited hereby grants You a limited, personal, non-transferable, non-sub licensable, revocable licence to (a) access and use only the Web Site, Content and Services only in the manner presented by The Orange Cup Private Limited, and (b) access and use The Orange Cup Private Limited computer and network services offered within the Web Site (the " The Orange Cup Private Limited Systems") only in the manner expressly permitted by The Orange Cup Private Limited. Except for this limited license, The Orange Cup Private Limited does not convey any interest in or to The Orange Cup Private Limited , information or data available via The Orange Cup Private Limited Systems (the "Information"), Content, Services, Web Site or any other The Orange Cup Private Limited property by permitting You to access the Web Site. Except to the extent required by law or as expressly provided herein, none of the Content and/or Information may be reverse-engineered, modified, amended, reproduced, republished, translated into any language or computer language, re-transmitted in any form or by any means, resold or redistributed without the prior written consent of The Orange Cup Private Limited. You may not make, sell, offer for sale, modify, amend, reproduce, display, publicly perform, import, distribute, retransmit or otherwise use the Content in any way unless expressly permitted to do so by The Orange Cup Private Limited.

Restrictions on Use Of The Website

In addition to other restrictions set forth in these Terms of Use, You agree that:

You shall not disguise the origin of information transmitted through the Web Site.

You will not place false or misleading information on the Web Site.

You will not use or access any service, information, application or software available via the Web Site in a manner not expressly permitted by The Orange Cup Private Limited.

You will not input or upload to the Web Site any information that may contain viruses, Trojan horses, worms, time bombs or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, the Web Site or Information or that infringes the Intellectual Property rights of another.

Certain areas of the Web Site are restricted to customers of The Orange Cup Private Limited.

You may not use or access the Web Site or The Orange Cup Private Limited Systems or Services in any way that, in The Orange Cup Private Limited's judgment, adversely affects the performance or function of The Orange Cup Private Limited Systems, Services or the Web Site or interferes with the ability of authorised parties to access The Orange Cup Private Limited Systems, Services or the Web Site.

You may not frame or utilize framing techniques to enclose any portion or aspect of the Content or the Information, without the express written consent of The Orange Cup Private Limited. Links

Outbound Links. The Web Site may contain links to third-party Web Sites and resources (referred to collectively hereinafter as "Linked Sites"). These Linked Sites are provided solely as a convenience to You and not as an endorsement by The Orange Cup Private Limited of the content of such Linked Sites. The Orange Cup Private Limited makes no representations or warranties regarding the correctness, accuracy, performance or quality of any content, software, service or application found at any Linked Site. The Orange Cup Private Limited shall not be responsible for the availability of the Linked Sites or the content or activities of such sites. If You decide to access Linked Sites, You do so at Your own risk. In addition, Your use of Linked Sites is subject to any applicable policies and terms and conditions of use, including but not limited to, the Linked Site's privacy policy.

Inbound Links. Linking to any page of the Web Site other than to https://www.theorangecup.com through a plain text link is strictly prohibited in the absence of a separate linkage agreement with The Orange Cup Private Limited. Any website or other devices that link to https://www.theorangecup.com or any page available therein is prohibited from using a browser or border environment around the Content, replicating Content, implying in any fashion that The Orange Cup Private Limited or any of its affiliates endorse it or its products, misrepresenting any state of facts, including its relationship with The Orange Cup Private Limited or any of The Orange Cup Private Limited affiliates, presenting false information about The Orange Cup Private Limited products or services, and using any logo or mark of The Orange Cup Private Limited or any of its affiliates, without express written permission from The Orange Cup Private Limited Termination

You agree that The Orange Cup Private Limited, at its sole discretion, may terminate or suspend Your use of the Web Site, The Orange Cup Private Limited Systems, Information, Services and Content at any time and for any or no reason at its sole discretion, even if access and use continue to be allowed to others. Upon such suspension or termination, You must immediately discontinue Your use of the Web Site, and destroy any copies You may have made of any portion of the Content. Accessing the Web Site, The Orange Cup Private Limited Systems, Information or Services after such termination, suspension or discontinuation shall constitute an act of trespass. Furthermore, You agree that The Orange Cup Private Limited shall not be liable to You or to any third party for any termination or suspension of Your access to the Web Site, The Orange Cup Private Limited Systems, Information and/or the Services.

Disclaimer of Warranties

The Orange Cup Private Limited makes no representations about the results to be obtained from using the website, The Orange Cup Private Limited systems, the services, the information or the content the use of same is at your own risk, the website, The Orange Cup Private Limited systems, the information, the services and the content are provided on an "as is" basis. The Orange Cup Private Limited, its licensors, and its suppliers, to the fullest extent permitted by law, disclaim all warranties, either expressly or implied, statutory or otherwise, including but not limited to, the implied warranties of merchantability, non-infringement of third party rights, and fitness for a particular purpose. The Orange Cup Private Limited and its affiliates, licensors and suppliers make no representations or warranties concerning the accuracy, completeness, security or timeliness of the content, information or services provided on or through the use of the web site or The Orange Cup Private Limited systems. no information obtained by you from the website shall create any warranty not expressly stated by The Orange Cup Private Limited in these terms of use.

Limitation of Liability

To the extent permitted by applicable law and to the extent that The Orange Cup Private Limited is otherwise found to be responsible for any damages, The Orange Cup Private Limited shall be responsible for actual damages only to the extent permitted by law, in no event shall The Orange Cup Private Limited, its affiliates, licensors, suppliers or any third parties mentioned at the web site be liable for any incidental, indirect, exemplary, punitive and/or consequential damages, lost profits, and/or damages resulting from lost data or business interruption resulting from the use of and/or inability to use the website, The Orange Cup Private Limited systems, information, services or the content whether based on warranty, contract, tort, depict, or any other legal foundation, and whether or not The Orange Cup Private Limited is advised of the possibility of such damages. to the extent permitted by law, the remedies stated for you in these terms of use are exclusive and are limited to those expressly provided for herein.

Governing Law and Jurisdiction

To the fullest extent permitted by law, these Terms of Use are governed by the internal laws of India and courts in Aurangabad, Maharashtra, India will have jurisdiction.

**www.theorangecup.com Privacy Policy**

Please read our privacy policy carefully to get a clear understanding of how we collect, use, protect or otherwise handle your Personally Identifiable Information in accordance with our website.

**What personal information do we collect from the people that visit our website or app?**

When ordering or registering on our site, as appropriate, you may be asked to enter your name, email address, mailing address, phone number, Banking Details or other details to help you with your experience.

**When do we collect information?**

We collect information from you when you register on our site or enter information on our site.

**How do we use your information?**

We may use the information we collect from you when you register, make a purchase, sign up for our newsletter, respond to a survey or marketing communication, surf the website, or use certain other site features in the following ways: 

**•** To personalize your experience and to allow us to deliver the type of content and product offerings in which you are most interested.

**How do we protect your information?**

We do not use vulnerability scanning and/or scanning to PCI standards.

We only provide articles and information. We never ask for credit card numbers.

We use regular Malware Scanning. 

Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential.

We implement a variety of security measures when a user enters, submits, or accesses their information to maintain the safety of your personal information.

For your convenience we may store your banking information longer than 30 days in order to expedite future orders, and to automate the billing process.

**Do we use 'cookies'?**

We do not use cookies for tracking purposes

You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser settings. Since browser is a little different, look at your browser's Help Menu to learn the correct way to modify your cookies.

If you turn cookies off, Some of the features that make your site experience more efficient may not function properly. that make your site experience more efficient and may not function properly.

**Third-party disclosure**

We do not sell, trade, or otherwise transfer to outside parties your Personally Identifiable Information.

**Third-party links**

Occasionally, at our discretion, we may include or offer third-party products or services on our website. These third-party sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

**Google**

Google's advertising requirements can be summed up by Google's Advertising Principles. They are put in place to provide a positive experience for users. https://support.google.com/adwordspolicy/answer/1316548?hl=en 

We have not enabled Google AdSense on our site but we may do so in the future.

**COPPA (Children Online Privacy Protection Act)**

When it comes to the collection of personal information from children under the age of 13 years old, the Children's Online Privacy Protection Act (COPPA) puts parents in control. The Federal Trade Commission, United States' consumer protection agency, enforces the COPPA Rule, which spells out what operators of websites and online services must do to protect children's privacy and safety online. 

We do not specifically market to children under the age of 13 years old.

**Fair Information Practices**

The Fair Information Practices Principles form the backbone of privacy law in the United States and the concepts they include have played a significant role in the development of data protection laws around the globe. Understanding the Fair Information Practice Principles and how they should be implemented is critical to comply with the various privacy laws that protect personal information. 

**In order to be in line with Fair Information Practices we will take the following responsive action, should a data breach occur:**

We will notify you via phone call

**•** Within 14 business days

We also agree to the Individual Redress Principle which requires that individuals have the right to legally pursue enforceable rights against data collectors and processors who fail to adhere to the law. This principle requires not only that individuals have enforceable rights against data users, but also that individuals have recourse to courts or government agencies to investigate and/or prosecute non-compliance by data processors.

**We collect your email address in order to:**

**•** Send information, respond to inquiries, and/or other requests or questions

**If at any time you would like to unsubscribe from receiving future emails, you can email us at**

and we will promptly remove you from **ALL** correspondence.

**Contacting Us**

If there are any questions regarding this privacy policy, you may contact us using the information below.

www.theorangecup.com