

# TERMS OF USE

## TERMS OF USE

### 1. GENERAL

This Website ("**www.petmemaa.com**") is owned and operated by **Shavn and Family Company** (hereinafter referred to as "**Owner**" or "**Company**") having its Registered Office at < Village Sorkha, FNG Highway, beside Indian National Public School, Sector-115, Noida-20130>, India and is the sole owner, operator, author and publisher of the Website.

We recommend that before using any of the services on Pet Me Maa, you must read and agree to these Terms of Use as well as our Privacy Policy.

By accessing or using Pet Me Maa in any manner, including, but not limited to, visiting or browsing on Pet Me Maa or contributing content or other materials to Pet Me Maa, you agree to be bound by these Terms of Use.

### 2. ACCEPTANCE OF TERMS AND CONDITIONS

These Terms of Use (hereinafter referred to as "**Terms and Conditions**" or "**T&C**" or "**Terms**" or "**Agreement**") along with any other Policy or Statement or Information that may be placed on this website (hereinafter referred to as "Pet Me Maa" or "Website" or "We" or "Us"), as modified or amended from time to time, are a binding contract between the Company and You (hereinafter referred to as "**You**" or "**End User**" or "**Your**" or "**Buyer**" or "**Customer**")

If you visit, use, or shop at the site or any future site operated by the company, you accept these Terms and Conditions. In addition, when you use any current or future services of the company or visit or purchase from any business affiliated with the company or third-party vendors, whether or not included in the site, you also will be subject to the guidelines and conditions applicable to such service or merchant. If these conditions are inconsistent with such guidelines and conditions, such guidelines and conditions will control.

You by subscribing to or using any of our products or services, you agree that you have read, understood and are bound by the Terms and Conditions, regardless of how you subscribe to or use our products or services. If you do not want to be bound by the terms, you must not subscribe to or use our services.

### 3. MODIFICATION

Pet Me Maa reserves the right to change, modify, adjust, vary, amend or alter all or any of its Terms of Use at any time and at its sole discretion. All such changes, modifications, adjustments, amendments and alterations shall be duly notified by Pet Me Maa however, it is the responsibility of the User to keep himself/herself updated regarding such modifications. Pet Me Maa shall in no case be held liable in respect of such modifications. The User agrees to abide by all applicable guidelines, policies, rules, terms and conditions for availing the Services on Pet Me Maa, which may change from time to time.

#### **4. PROHIBITIONS**

Pet Me Maa grants you a limited license to access and make personal use of the website and services.

The following actions will be considered as misuse of the website, and are thus prohibited:

- You are not allowed to reproduce, modify, distribute, display any portion, publish any content or make any commercial use of any of the information provided in this website.
- You shall not distribute in any form, any information, or other material that violates, infringes the copyrights, patents, trademarks, trade secrets, logo or other proprietary rights of Pet Me Maa.
- You are not allowed to republish, archive or retain any content on the internet, intranet, extranet, database, archive or compilation. You are not allowed to use any content for commercial use.
- You agree not to decompile, reverse engineer or disassemble any software or other products or processes accessible through the website, and not to insert any code or product or manipulate the content in any way that affects the user's experience.
- You are not allowed to use the website in any manner that is illegal or impairs the operation of the website or its availability or usage by others.
- You further agree not to use any data mining, bugs, viruses, worms, trap doors, web crawlers, robots, cancel bots, spiders, Trojan horses, other harmful code of properties or any data gathering or extraction method in connection with your use of the website.
- You are not allowed to make any use of the website for the benefit of another business.
- You are not allowed to post unsolicited promotional or advertising content.
- We hereby hold no liability to any sort of damage or harm caused to your software, data or computer device by downloading content from this website.

#### **5. ELIGIBILITY**

Use of this website is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use this Website.

In consideration of your use of the Site, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws as applicable in India. You also agree to provide true, accurate, current and complete information about yourself as prompted by the Site's registration form. If you provide any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or Petmemaa.com has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Petmemaa.com has the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof). If you use the Site, you are responsible for maintaining the confidentiality of your account and password including cases when it is being used by any of your family members, friends or relatives, whether a minor or an adult. You further agree to accept responsibility for all transactions made from your account and any dispute arising out of any misuse of your account, whether by any family member, friend, relative, any third party or otherwise shall not be entertained by the Company. Because of this, we strongly recommend that you exit from your account at the end of each session. You agree to notify Petmemaa.com immediately of any unauthorized use of your account or any other breach of security. Petmemaa.com reserves the right to refuse service, terminate accounts, or remove or edit content in its sole discretion.

If you are a business entity, you represent that you are duly authorized by the business entity to accept these terms and conditions and you have the authority to bind that business entity to these terms and conditions.

## **7. TAXES**

You shall be responsible for payment of all fees/costs/charges associated with the purchase of service from us and you agree to bear any and all applicable taxes including but not limited to VAT/CST, service tax, GST, duties and cesses etc.

## **8. PRIVACY**

Please review our Privacy Policy, which also governs your visit to Petmemaa.com, to understand our practices. The personal information / data provided to us by you during the course of usage of Petmemaa.com will be treated as strictly confidential and in accordance with the Privacy Policy and applicable laws and regulations. If you object to your information being transferred or used, please do not use the website.

## **9. DISCLAIMER**

You acknowledge and undertake that you are accessing the services on the site and transacting at your own risk and are using your best and prudent judgment before entering into any transactions through Pet Me Maa. If you are dissatisfied with the Site, any Contents, or any of these Terms and conditions, we would like to hear from you. However, your only legal remedy is to stop using the website. Pet Me Maa does not warrant your use of the Site.

## **10. INDEMNIFICATION**

You shall indemnify and hold harmless Pet Me Maa, its owner, licensee, affiliates, subsidiaries, group companies (if any) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of Your breach of this Terms of Use, privacy Policy and other Policies, or Your violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party.

## **11. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION**

Pet Me Maa controls and operates this website from its Registered Office in Noida. These Terms of Use (and any further rules, policies, or guidelines incorporated by reference) shall be governed and construed in accordance with the laws of India.

Any dispute arising under or relating to the terms, contents, your use of the website, or products or services purchased using the website or with Pet Me Maa shall solely and to the exclusion of all other courts be subject to the jurisdiction of the appropriate Courts situated in Noida, India alone. By using the website, you consent to the jurisdiction and venue of Noida courts with respect to any such dispute.

## **12. GRIEVANCE REDRESSAL**

Any complaint or concern with regard to the Services, access, usage, content, comment or breach of the Terms of Use shall be addressed to the designated Grievance Officer of Pet Me Maa. The complaint shall be registered through a phone call on the number provided below or by sending an email to the respective email ID as provided below. It shall be the endeavor of Pet Me Maa to satisfactorily resolve and address the grievances at the earliest.

Phone number: - +91 8826791521

Email - [helpdesk@petmemaa.co.in](mailto:helpdesk@petmemaa.co.in)

## **23. ENTIRE AGREEMENT**

These Terms of Use constitutes the complete agreement and sets forth the entire understanding of you and the Pet Me Maa as to the subject matter of this Agreement. If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity shall remain in full force and effect. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning and interpretation of this Agreement.

By accepting these Terms of Use, the User agrees to have fully read and understood all the terms and conditions set out hereinabove.

**Note: The Agreement is published in accordance with the provisions of Section 3 & Section 3-A of the Information Technology Act, 2000 that require an electronic record to be authenticated with an electronic signature and also in accordance with Rule 3(1) of the Information Technology (Intermediary Guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and the user agreement for access-or-usage of the intermediary's computer resource by any person.**

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