

NAGA & Associates

Chartered Accountants

Orders @ Client Portal – NAGA: Terms & Conditions

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NAGA & Associates, Chartered Accountants is an Audit Firm and our principal place of business is at Aashiyana Building, #1174/3, 10th B Cross, 7th B Main, Yelahanka New Town, Bangalore – 560064, Karnataka, India.

This page (together with documents referred to on it) is the terms and conditions on which we provide services on our client portal to you. These terms and conditions shall apply to the <http://www.clientportal.nacas.biz> and <http://www.nacas.biz>

Please read these terms and conditions carefully before ordering any service from our sites. By ordering our service, you agree to be bound by these terms and conditions and you will need to accept them, before completing your order, by clicking on the button marked “I Accept” at the end of the order process. If you refuse to accept these terms and conditions, you will not be able to order any of our service from our sites.

1. Placing an Order on our site: By Placing an order through our site, you agree that you are legally capable of entering into binding contracts and are at least 18 years old

After placing an order for our services, you will receive an e-mail from us acknowledging that we have received your order. This does not mean that your order has been accepted by us but it does constitute an offer to us to buy the service. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the service has been initiated (the Process Start Confirmation). The contract between us (Contract) will only be formed when we send you the Process Start Confirmation

The Contract will only relate to those Services for which Process start confirmation we have confirmed in the Process Start Confirmation.

2. Availability and delivery: Your online order placed on our <http://clientportal.nacas.biz> will be processed with in a months' time from the date of Process Start Confirmation generated. Process Start Confirmation will be send to you with in a week time from the date of order placed.

- In case of any service ordered by you have any due date/ dead line as per the Indian Statutory Laws:
 - The client has to make a note of the due date and our general order execution time line before placing an order. In no case NAGA is liable for any damage due to late filing/upload with Indian Statutory Authorities / Departments.
 - As part of our service delivery practices NAGA will give priority to complete the service before the due dates/deadlines and in case if NAGA is not able to delivery in such case NAGA is not liable of any damage due to this delay

3. Risk: We are not responsible for the risk of mistakes in the documents submitted by you.

4. Price and Payment: The price of our services is the price in force on the date and at the time on which we process your order. We make every effort to ensure that the prices on our website are accurate.

Nevertheless, as our sites contain a large number of services it is always possible that, despite our best efforts, some of the services listed on our site may be incorrectly priced. We will normally verify prices as part of our process start procedures and the price quoted on the website will be the price you pay. However we are under no obligation to provide the service to you at an incorrect lower price quoted on our website, even after we have sent you a Process Start Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognized by you as a mis-pricing.

All prices exclude Service Tax (which is shown to you at a later stage, but before completing your order) and delivery costs (which will be added to the total amount due as set out in our Delivery).

Payment for all Products must be by credit or debit card or Net banking or Cash cards or Mobile Payments. We accept payment with Visa/ Master Debit/Credit Card, Maestro Debit card, Diners Credit Card, Net banking of 44 Indian Banks and Cash Cards of 4 types. Your card is pre-authorized at the time of making your order, with the payment being taken from your card at the end of the working day on which you make your order.

5. Consumer Rights and Our Refund Policy: If client wish to cancel an order he can proceed to cancel and eligible for refund subject to procedure laid down in our Cancellation and Refund Policy

6. Liability of NAGA: NAGA shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting from your use of the website or the content. NAGA shall not be liable for any special, direct, indirect, incidental or consequential damages of any kind whatsoever (Including, without limitation, attorneys' fees) in any way due to, resulting from , or arising in connection with the use of inability to use the web site or the content. To the extent the foregoing limitation of liability is prohibited, NAGA's sole obligation to you for damages shall be limited to ` 10.00 INR

7. Written Communication: Applicable laws require that some of the information or communication we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For Contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communication be in writing. This Conditions does not affect your statutory rights.

8. Notices: All notices given by you to us must be given to NAGA & Associates, Chartered Accountants at legal@nacas.biz (for all legal notices) or itfiling@nacas.biz (for all non-legal notices). We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter.

9. Force majeure: We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by events outside our reasonable control, including but not restricted to, strikes, lock-outs, riot, terrorist attack, war, fire, explosion, natural disaster,

impossibility of the use of public or private transport or public or private telecommunications networks or the acts, decrees, legislation, regulations or restrictions of any government.

Our performance under any contract is deemed to be suspended for the period that the force majeure event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the force majeure event to a close or to find a solution by which our obligation under the contract may be performed despite the force majeure event.

10. Waiver. If we fail, at any time during the term of contract, to insist upon strict performance of any of your obligations under the contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default.

11. Severability: If any of these terms and conditions or any provisions of a contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

12. Entire agreement: These terms and conditions and any document expressly referred to in them represents the entire agreement between us in relation to the subject matter of any contract and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing.

We each acknowledge that, in entering into a contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such contract except as expressly stated in these terms and conditions.

Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

13. Our right to vary these terms and conditions: We may amend these terms and conditions at any time and any revised version will be effective immediately that it is displayed on our sites. You will be subject to the policies and terms and conditions in force at the time that you order services from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Process Start Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the products).

14. Language: This agreement is drafted in the English Language. If this agreement is translated into any other language, the English language text shall prevail.

15. Law and Jurisdiction: Contracts for the purchase of Services through our site will be governed by Indian Law. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of Bangalore, Karnataka State, India.

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