

## **TERMS AND CONDITIONS**

Please read these terms and conditions ("**Terms**") carefully before accessing or using the Platform. These Terms along with the Privacy Policy published on the Platform ("**Privacy Policy**") and other policies (as may be notified/displayed/published on the Platform) constitutes the contract between the Users of this Platform and the Company (collectively "**Agreement**"). These terms and conditions ("**Terms**") govern your access to and use of the Pujakart Ecommerce application (referred to as "App"). By accessing or using the app, Users agree to be bound by these Agreement as posted on the Platform from time to time.

### **1. ACCEPTANCE OF TERMS:**

1.1 The Agreement is applicable to any person when they install, download or even merely visit or access any part of the Platform or utilise the Services, such persons are referred to as users.

1.2 The Agreement between User and Company is effective on the date on which the Application is downloaded/Website is accessed and/or the date on which terms of Agreement are updated, creating a legally binding arrangement between the User and the Company.

1.3 If the User does not agree with the terms of the Agreement, the User is advised to refrain from using the Platform. By the use of the Services, it is signified that the User agrees to abide by the terms of the Agreement (as updated from time to time).

### **2 MODIFICATION AND TERMINATION:**

2.1 Users can review the most current version of the Agreement at any time on application. Company reserves the right to unilaterally update, change or replace any part of the Agreement by publishing updates or changes on the Platform and such amended provisions of the Agreement shall be effective immediately upon being posted on the Platform.

2.2 It is the responsibility of the Users to check this page periodically for changes. The Users' continued use of or access to the Application following the posting of any changes constitutes acceptance of those changes.

### **3 APPLICATION USAGE:**

3.1 Company does not permit Users to avail the Services on the Platform without prior registration. Users may access the Application by registering to create an account and become a member. The membership is limited for the purpose of buying or selling products, is subject to this Agreement and strictly not transferable.

3.2 The Services on the Platform shall be availed by User(s) who can form legally binding contracts and are at least eighteen (18) years of age.

3.3 The Company reserves the right to terminate the User's account and/or deny access to the Platform if it is brought to the Company's notice or if it is discovered that the User does not meet the conditions herein. Users accessing or using the Platform represent and warrant that they have the right to access or use the Platform.

3.4 The Users are required to enter a valid phone number while registering on Platform. By such registration, User consents to be contacted by Company via phone calls, SMS notifications, instant messages or other such means of communication.

3.5 It is the responsibility of the Users to provide correct mobile number so that the Company can communicate with the Users via SMS. The Users understand and agree that if the Company sends an SMS, but the Users do not receive it because the Users'

mobile number is incorrect or out of data or blocked by the User's service provider, or the Users are otherwise unable to receive SMS, the Company shall be deemed to have provided the communication to the Users effectively.

3.6 It is the User's responsibility to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. Users are solely responsible for any activity conducted through users account and for safeguarding users account login information.

3.7 The Company reserves the right to suspend or terminate the account or access to Services (or any part thereof) on the Application including blocking any amounts due to the User and associated account without notice and the Users will remain liable for all amounts due up to and including the date of termination, if(i) any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete; and/or (ii) in Company's assessment, the User has failed or is suspected to have failed to comply with any term or provision of the Agreement or applicable law or User is found to be non-compliant with the Agreement.

3.8 Having an account on the Platform gives authenticity to the actions of the User. It means that the User is solely responsible for all activities that occur under its account and that all transactions made by such User is intended for bona fide sale or consumption in the course of their business activities.

3.9 Any and every activity undertaken by a User under his/her account shall be the sole responsibility of such User and the Company shall not be liable for such activity in any manner. Hence it shall be the responsibility of the User to treat the user identification code, password and any other piece of information that is provided by the Company, as part of the security procedures, as confidential and not disclose the same to any person or entity other than the Company.

3.10 Company endeavours to make the Application available 24X7. However, the Company does not represent that access to the Application will be uninterrupted, timely, error free, free of viruses or other harmful components or that such defects will be corrected.

3.11 Users understand and acknowledge that the use of Application requires internet connectivity and telecommunication links. Users shall bear the costs incurred to access and use the Application and avail Services, and Company shall not, under any circumstances whatsoever, be responsible or liable for such costs.

3.12 Company does not warrant that Application will be compatible with all hardware and software which is used by Users.

3.13 Application may be under constant upgrades, and some functions and features may not be fully operational.

3.14 Users shall be solely responsible for damages to their data system or for loss of data arising from download of content from Application. No guidance or information, written or oral, obtained from Company or via Platform, shall constitute any warranty, unless stated otherwise.

#### **4. ORDER PLACEMENT AND FULFILMENT:**

4.1 The Application allows Users to place orders for the products listed on Application and the Application, subject to Agreement herein, facilitates the placement of orders for the products by the Users.

4.2 On receipt of an order through the app, Users are making an offer to purchase the products selected. Company reserves the right to accept or decline users order at company discretion. Once an order is accepted, we will make reasonable efforts to fulfil it within the specified timeframe.

## **5. PRODUCT INFORMATION:**

5.1 Company strive to provide accurate and up to date information about the products available on the app. However, we do not warrant the accuracy, completeness or reliability of any product description, pricing, availability or other information.

5.2 Occasionally there may be information on Platform that contains typographical errors, inaccuracies or omissions that may relate to information pertaining to the products, pricing, promotions, offers, shipping charges, transit times and availability. Company reserves the right to correct any errors, inaccuracies, or omissions, and to change or update information if any information on Platform is inaccurate at any time without prior notice.

5.3 The Information is provided ‘as is’ with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of the Information, and without warranty of any kind, express or implied, including, but not limited to warranties of performance, merchantability, and fitness for a particular purpose.

## **6. PRICING AND PAYMENTS:**

6.1 Product prices displayed on the app are in the local currency and are subjected to change without notice. Payment for orders can be made through the available payment methods provided on the app. All payments are subject to verification and authorization by the payment service provider.

## **7. SHIPPING AND DELIVERY:**

7.1 Company will make reasonable efforts to ensure that products are delivered within the estimated delivery timeframe. However, we are not responsible for any delays or issue arising from the shipping carrier or circumstances beyond our control.

## **8. RETURNS AND REFUNDS:**

8.1 Company strive to provide quality products and customer satisfaction. If user receive a damaged, defective, or incorrect product, please contact us with in the timeframe to initiate the return and refund process. Please refer to our Return policy for further details.

## **9. INTELLECTUAL PROPERTY:**

9.1 All content and materials available on the app, including but not limited to text, graphics, logos, images, and software are the intellectual property of **“Pujakart”** or its licensors. You may not reproduce, distribute, modify, or create derivative works from any content without prior written consent.

## **10. DISCLAIMER OF WARRANTIES:**

10.1 The app and its content are provided on an “as is” and “as available” basis without any warranties of any kind, either expressed or implied. We disclaim all warranties, including but not limited the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

## **11. LIMITATION OF LIABILITIES:**

11.1 In no event shall **“Pujakart”** or its affiliates be liable for any indirect, incidental special, consequential, or punitive damages arising out of or in connection

with the use or inability to use the app or its content, even if advised of the possibility of such damages.

## **12. CONTACT US:**

12.1 If Users have any questions or concerns regarding these terms & conditions, please contact us at “[pujakartinfo@gmail.com](mailto:pujakartinfo@gmail.com)”. By using the Pujakart Ecommerce app, user agree to abide by these Terms and conditions.

Thankyou for choosing our app and we hope you have a pleasant experience.

## **Privacy Policy**

The Pujakart application is made available to you (hereinafter may be referred to as the “**Company**”, “**we**”, “**us**”, and “**our**”) respect your privacy and is committed to protecting it through its compliance with its privacy policy. This policy describes the type of information that the Company may collect from you when you access or use its websites, applications and other online services.

We encourage you to read this policy carefully to understand the Company's policies and practices regarding your information. By accessing or using its Services or its Platform, registering an account with the Company, becoming a customer on the Platform, you expressly agree to be bound by the terms and conditions of this privacy policy and you are consenting to the Company's collection, use, disclosure and retention of your personal information as described here.

Please bear in mind that our privacy policy may change from time to time, your continued use of the Company's Services after it makes any change is deemed to be acceptance of those changes, so please review this policy on a frequent basis to ensure that you are aware of any changes.

We gather and retain your personal information submitted by you periodically when you visit our application. Our major objective is to give you a comfortable, efficient, pleasant, and personalised experience. This enables us to deliver services and features that are likely to match your needs, as well as to adapt our application to ensure your interaction simpler and easier. More significantly, while doing so, we acquire personal information from you that we believe is required for this reason.

You are no longer anonymous after you provide us with your personal information. We clarify which fields are necessary and which are optional wherever feasible. You cannot always disclose information by declining to access a certain service or feature on our application.

### **1. Applicability of the Policy**

- 1.1. This policy applies only to the information the Company collects through its Services, in email, text and other electronic communications sent through or in connection with its Services.
- 1.2. This Policy does not apply to the information that you provide to, or that is collected by, any third-party, that you use in connection with its services. The Company encourages you to consult directly with such third parties about their privacy practices.

### **2. Collection of the information**

- 2.1. The Company collects several types of information from and about users of our Services, including your Personally Identifiable Information- Personally Identifiable Information is the information that can be associated with a specific person and could be used to identify that specific person whether from that data, or from the data and other information that we have, or is likely to have access to. We do not consider Personally Identifiable Information to include information that has been made anonymous or aggregated so that it can no longer be used to identify a specific person, whether in combination

with other information or otherwise. Personally Identifiable Information can include, but not be limited to, information such as your name, email address, contact number (cellular and landline), city and state of residence.

- 2.2. We may collect this information either (i) directly from you when you provide it to us and/or (ii) from any other source of information including from other third-party sources, such as updated delivery and address information from our carriers, which we use to correct our records and deliver your next purchase more easily.
- 2.3. Information you provide to us.
  - 2.3.1. Your account information: Your full name, email address, postal code, password and other information you may provide with your account, such as your mobile phone number. Your profile picture (if any) that will be publicly displayed as part of your account profile.
  - 2.3.2. Your content: Information you provide through our Services, including your reviews, photographs, comments, lists, ordering details and history, favourite categories, special requests, contact information of people you add to, or notify of, your orders through our Services, names, and other information you provide on our Services, and other information in your account profile.
  - 2.3.3. Your searches and other activities: The search terms you have looked up and results you selected.
  - 2.3.4. Your browsing information: How long you used our Services and which features you used.
  - 2.3.5. Your transactional information: If you make use of our Services, we may collect and store information about you to process your requests including (but not limited to) your name, phone number, gender, transaction details, device type, Platform usage details, address, email, billing information and credit or payment card information or other payment related details. This information may be shared with third parties which assist in processing and fulfilling your requests, including payment gateway processors and credit information companies.
  - 2.3.6. Your Public Posts: You also may provide information (such as ratings, reviews, tips, photos, comments, likes, bookmarks, friends, lists, etc.) to be published or displayed (hereinafter, “**posted**”) on publicly accessible areas of our Services or transmitted to other users of our Services or third parties (hereinafter collectively referred to as “**User Contributions**”). Your User Contributions are posted on and transmitted to others at your own risk. Please be aware that no security measures are perfect or impenetrable. Additionally, we cannot control the actions of other users of our Services with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons. We may display this information on the Services, share it with businesses, and further distribute it to a wider audience through third party sites and services. You should be careful about revealing any sensitive details about yourself in such postings.
  - 2.3.7. We use the information you provide to us to analyse and enhance the functionality and improve the quality of our Services, and to personalize your experience while using our Services. We also use this information to display relevant advertising, provide services to you, provide support to you, communicate with you, and comply with our legal obligations.

### **3. Use of the information**

We use the information we collect from and about you for a variety of purposes, including:

- 3.1. For purchase and delivery of products and services. We use your personal information to take, handle and fulfil orders, deliver products and services, process payments, and communicate with you about orders, products and services, and promotional offers.
- 3.2. To provide, troubleshoot, and improve the Services. We use your personal information to provide functionality, analyze performance, fix errors, and improve the usability and effectiveness of the Services.
- 3.3. For recommendations and personalization. We use your personal information to recommend features, products, and services that might be of interest to you, identify your preferences, and personalize your experience with the Services. We may also share your preferences, or the Services availed by you with your network followers on the Company for marketing and other promotional activities of our Services
- 3.4. To comply with legal obligations. In certain cases, we collect and use your personal information to comply with laws. For instance, bank account information for identity verification and other purposes.
- 3.5. To Communicate with you. We use your personal information to communicate with you in relation to the Services via different channels (e.g., by phone, e-mail, chat).
- 3.6. For advertising. We use your personal information to display interest-based ads for features, products, and services that might be of interest to you. We do not use information that personally identifies you to display interest-based ads.
- 3.7. For Fraud Prevention and Credit Risks. We use personal information to prevent and detect possibility of non-payment, fraud, and abuse in order to protect the security of our users, the Company, and others.
- 3.8. To carry out Company's obligations and enforcing rights arising from any contracts entered into between you and the Company, including for billing and collection.
- 3.9. To fulfil any other purpose for which you provide us the information and/or for any other purpose with your consent.
- 3.10 To check your eligibility for certain products/services including but not limited to credit and payment products and provide access to the services being offered by us.

### **4. Sharing of the information**

- 4.1. We may disclose personal information that we collect, or you provide, as described in this privacy policy, in the following ways:
  - 4.1.1. General information disclosures to our holding companies, subsidiaries and affiliates, which are entities under control of the Company.
  - 4.1.2. To fulfil the purpose for which you provide it.
  - 4.1.3. For any other purpose disclosed by us when you provide the information.
- 4.2 Social Networks. If you interact with social media features on our Services, such as the Facebook Like button, or use your social media credentials to log-in or post content, these features may collect information about your use of the

Services, as well as post information about your activities on the social media service. Your interactions with social media companies are governed by their privacy policies.

- 4.3. Consent. We may share your information in any other circumstances where we have your consent.

## **5. Security Precautions**

- 5.1. We assume no liability or responsibility for disclosure of your information due to errors in transmission, unauthorized third-party access, or other causes beyond our control. You play an important role in keeping your personal information secure. You should not share your username, password, or other security information for your account with anyone. If we receive instructions using your username and password, we will consider that you have authorized the instructions for such use.

## **6. Your Consent**

- 6.1. By accessing or using the Services or by providing your information, you consent to the collection, use, storage, disclosure and otherwise processing of your information (including sensitive personal information) on the Services in accordance with this Privacy Policy. If you disclose to us any personal information relating to other people, you represent that you have the authority to do so and to permit us to use the information in accordance with this Privacy Policy.

## **7. Changes to this Privacy policy**

- 7.1. We reserve the right to amend this Privacy Policy from time to time to reflect changes in the law, our data collection and use practices, the features of our services, or advances in technology. Please check this page periodically for changes. Use of information we collect is subject to the Privacy Policy in effect at the time such information is used. If we make any material changes to this Privacy Policy, we will post the changes here. Please review the changes carefully. Your continued use of the Services following the posting of changes to this Privacy Policy will constitute your consent and acceptance of those changes.

pujakartinfo@gmail.com

## **8. Contact us**

- 8.1. If you have any queries relating to the processing/ usage of information provided by you or the Company's Privacy Policy or if you would like to raise any other inquiries, you may email us at -  
email id:pujakartinfo@gmail.com



## **Returns, Exchange and Refunds Policy**

Returns, refund and exchange policy gives you an option to return, or exchange items purchased on the Platform, within the specified return/exchange period, as detailed on the product details page, subject to applicable terms and conditions set out under this Policy and/or such other policies as may be applicable from time to time.

### **Returns:**

At the time of purchasing any products that are listed on the Platform, you will be visiting the product description page which will set out whether the product is returnable or not. The products that are explicitly identified as 'not returnable' on the product detail page cannot be returned while the products which are identified as 'returnable' are eligible for return with the conditions as specified in the product description page and this policy. The Platform at its discretion may not accept returns of any Product for reasons, including but not limited to, the products being sold under any offer, promotion or discount, if the product being returned is not in good condition, etc.

Pujakart shall not be liable or accountable for accepting returns in the circumstances where You have: (i) not followed the process of initiating returns as provided in this Policy and in other communications to You, (ii) returned a shipment with wrong product, extra product or missing products, and (iii) acted in a bad faith or fraudulent manner.

With respect to products that are identified as 'non-returnable' on the product display page, you will be allowed to exchange such products subject to applicable policies of the platform.

The return request must be raised within the return window period specified on the product detail page.

### **Return Options:**

Certain products on Pujakart will have two return options available: (a) wrong/defective items exchange option, and (b) all return option. If a product does not have the aforementioned options for return, the return option available for the Product in the product description page will be applicable. All return options are subject to the product being identified as returnable in the product description page.

#### **All return option:**

- 1.The user will be allowed to return an already purchased product, if the said product is eligible for returns.
- 2.The user will be eligible to return the specific product for reasons other than the product being wrong or damaged.
- 3.The all return option is available only for specific products and may not be available for all products which are listed on the Platform.

#### **Wrong/Defect item exchange option:**

- 1.The user will be allowed to exchange an already purchased product, if the said product is eligible for exchange.
- 2.The user will only be eligible to exchange the product if the product received is defective, damaged, wrong or incomplete.

**Cost of Return:**

For an all return option, as per applicable policies, you may return the product free of cost no matter what the reason.

For the Wrong/Defect exchange option, you are eligible to exchange the product as per applicable policies, you may return the product free of cost if fault with the product lies as follow.

Return Reason Category	Actual Return Reason
Wrong Product	Completely different product from the product shown
Defective Product	Product is broken
Received incomplete product	Part of the product is missing
	Less quantity than ordered

**Exchange:**

If the product can be exchanged, you may exchange the product, subject to applicable policies.

Eligibility of a product for exchange is subject to various aspects including but not limited to stock availability, address being serviceable, and such other aspects at the sole discretion of the Platform. Further, the eligibility of the product to be exchanged will depend upon the reason for exchange provided by the customer. The product will not be eligible for exchange if the reason for exchange is either of:

- (a) the customer is not interested in the product
- (b) quality issues with the product.
- (c) the product which is being exchanged is not the same product that was purchased originally,
- (d) you have not followed the process of initiating returns as provided in this Policy and in other communications to You,
- (e) in a bad faith or fraudulent manner.

The exchange request must be raised within the exchange window period specified on the product detail page.

In case of exchange, if the cost of the new product is more than the original product delivered, you will have to pay the difference in amount and if the cost of the new product is less than the original product delivered, the difference in amount will be refunded. In the event that Pujakart is not able to meet the exchange requested by You due to non-availability of the product, the exchange request will be converted to a return request by Pujakart at the sole discretion of Pujakart and such a return will be subject to the terms and conditions of this policy.

Further, once a product has been exchanged, there cannot be any more exchanges on the same order.

**Common Guidelines for Return and Exchange**

Prior to initiating a return or exchange request on the Platform, you shall ensure that, the product which is either being returned or exchanged:

- (i) Must be in its original condition with all the packaging including brand/manufacturer's box/packaging, tags, and other accessories intact;
- (ii) Must not be damaged in your possession;
- (iii) Must be unused, unwashed, unsoiled, without any stains and with non-tampered quality check seals/return tags/warranty seals (wherever applicable).
- (iv) Must not be used or altered;
- (v) Must be the same product that was delivered to you; and
- (vi) Must be returned/exchanged within the return window specified against a product on the product detail page.

Further, name/ image/ brand/ serial number/ article number/ bar code of the returned/exchanged product should match the records of Pujakart. Any additional conditions provided in the product details against each product shall be applicable as well.

Your address and the item that you wish to return/exchange must be eligible for return/exchange as provided in this policy.

If the return is not eligible for pickup, a return option will not be available

If you have requested for a return, you will be provided with a refund once the product returned has been received by the company (Pujakart). If you have requested for an exchange, you will be provided with the exchange produced.

The products available on the Platform are usually returnable/exchangeable within 2 days of delivery. However, specific details in relation to each product are mentioned in the product description. Further, a product which has been returned/exchanged cannot be returned/exchanged again.

### **Refund**

Refund will be credited to the same source of payment from which payment was received, after deducting the cost of return (where applicable), once the return product is received.

If you desire to return a product, then you shall be entitled to receive only the amount actually paid by you for the purchase of the product, subject to applicable deductions.

In the event any product is returned, then any offer, promotion, discount applied to such product shall be forfeited.

If you have made the payment through your bank account, the refund will be credited to the same bank account from which payment was received after deducting the cost of return (where applicable), once the return is received.

If you have made the payment as cash on delivery, you will be given an option to either receive the refund in your bank account. If you have chosen to receive the refund in your bank account, you will be required to provide us with your bank account details and the refund amount will be credited to the bank account details provided by you. Pujakart shall not be liable to you in case incorrect bank account details have been provided by you.

In case of any discrepancies regarding receipt of refund amount, Pujakart may request for additional information such as bank statement or any other relevant document.

### **Refund Time Frame:**

Following are the processing timelines after the product is received by us

Refund Method	Refund Time Frame
Credit Card, Debit Card, Net Banking, UPI Linked Bank Account	3-7 Business Days
Cash on Delivery	3-7 Business Days after updating the bank account details

The following are the conditions which are required to be met for the return to be eligible for Refund:

The product which is being returned should have successfully undergone a quality check by the delivery partners and should have been marked as successfully picked up for return on the systems of Pujakart. Pujakart reserves the right to not accept the return in the event the product is damaged, incorrect or for such other reasons as Pujakart deems fit.

In the event where the delivery partner is unable to mark the product as successfully picked up in the systems of Pujakart, as a result of technical issues, Pujakart shall not be liable to process the Refund.

Pujakart shall not be liable to process the Refund if the refund request is raised for a missing product or a product that was not delivered to the customer.

#### **Miscellaneous**

Pujakart reserves the right, at its sole discretion, to amend, change, modify, add or remove any portion of this policy at any time without any prior written notice to you. It is your responsibility to review this policy periodically for any updates/ changes.

For any further queries regarding return, exchange or refund, please reach out to customer support at [pujakartinfo@gmail.com](mailto:pujakartinfo@gmail.com).

#### **CANCELLATION POLICY**

##### **Cancellation by user:**

The User can cancel an order after the order has been placed through the Platform and before the order has been dispatched.

The User may cancel the order for the following reasons:

- (i) If the order was placed for testing
- (ii) If the User has placed multiple orders for the same Product;
- (iii) If the expected delivery date is not acceptable for the User;
- (iv) If the User wants to update or change the contract details or the payment mode;
- (v) If the User wants to change the size or the colour of the Product

##### **Cancellation by Pujakart:**

Pujakart can cancel the order anytime from the date on which the order has been placed till delivery of the Product to the User.

Pujakart may cancel the order for the following reasons:

- (i) If the address to which the Product is to be delivered is not serviceable;

- (ii) If the delivery of the Product has been unsuccessful and the Product has been returned to the Pujakart.
- (iii) If the Product has been lost during transit;
- (iv) If the payment has made through online methods by the User and Pujakart did not get payment confirmation;
- (v) If the shipping address or billing address provided by the User is incomplete or incorrect;
- (vi) If Pujakart is unable to dispatch the order because of regulatory lockdown or other restrictions;
- (vii) If Pujakart does not get user confirmation during delivery;
- (viii) If the User chose cash on delivery and cash on delivery is not available for the Product ordered;
- (ix) If Pujakart wants to cancel for any reason which Pujakart may deem appropriate (a) If the ordered Product is not available anymore (b) If the ordered Product is out of stock or (c) If unable to dispatch the order in time.

### **Refunds**

If the User has made payment before cancellation of the order which has been placed, the money paid by the User shall be refunded. The refund will be credited to the same source of payment (bank accounts, UPI etc.) from which payment was received. The User will receive a refund of the entire amount paid by the User. In case of any discrepancies regarding receipt of refund amount, Pujakart may request for additional information such as bank statement or any other relevant document.

Following are the processing timelines after the product is received by us

Refund Method	Refund Time Frame
Credit Card, Debit Card, Net Banking, UPI Linked Bank Account	3-7 Business Days

### **Miscellaneous**

Pujakart reserves the right, at its sole discretion, to amend, change, modify, add or remove any portion of this policy at any time without any prior written notice to you. It is your responsibility to review this policy periodically for any updates/ changes.

For any further queries regarding return, exchange or refund, please reach out to customer support at [pujakartinfo@gmail.com](mailto:pujakartinfo@gmail.com).