

## **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.