

A3MARCH

Business Policy

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| <p style="text-align: center;">TERMS & CONDITIONS</p> <p style="text-align: center;">PRIVACY POLICY</p> <p style="text-align: center;">RETURN, CANCELLATION & REFUND</p> |
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TERMS & CONDITIONS

Introduction:

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provision pertaining to electronic records in various statutes as amended by the IT Act, 2000. This electronic record does not require any physical or digital signature. This document is published in accordance with the provision of Rule 3(1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms and Conditions for access and usage of Company name.

Company name henceforth herein referred as “A3MARCH” is an physical and internet based retail/wholesale and e-commerce portal under the laws of India. The website is fully owned and operated by A3March, a proprietary firm having its address at Pratima Apartment, Flat 3E, 5 Roy Bahadur Road, Kolkata - 700034. Our access and use of services, tools, our willful participation to offers and schemes are governed by following terms and conditions as applicable to the website and which is subject to your acceptance of and compliance with the following terms and conditions.

This Terms and Conditions shall be effective and binding on registered users as well as guest users on your acceptance of the following terms and conditions, rules & regulations, privacy policies and returns. Company name may amend Terms and Conditions and/or Rules and Policies as and when required and necessary as per amended laws of India.

PART I: RULES & REGULATIONS

1. Membership Eligibility:

Company name Terms and Conditions for acceptance are available to persons who are eligible to enter into contracts under The Indian Contracts Act, 1872. According to The Indian Contract Act,

1872 persons who are minor, lunatic, unsound minded and insolvents etc. are incompetent and are restricted to enter into any type of contracts. A criterion to enter into any type of contract is minimum 18 years and above or any legal guardian/parent of the minor shall register as a user on behalf of the minor. Under any circumstances if it is discovered or brought to Company name's notice that you are under the age of 18 years, Company name has full right to cancel and terminate your existing membership. No membership will be given if you are registering as a business entity or representing on behalf of your company until and unless you satisfy Company name with documentary proof or evidence of your authorization by your business entity to accept this Terms and Conditions and authorized to bind that business entity to this Terms and Conditions.

2. Account and Registration Obligations:

On acceptance of this Terms and Conditions as a user, you will be fully liable for the confidentiality and safety of your created user id and password. On acceptance of this Terms and Conditions as a Guest User, you will be fully liable for confidentiality and safety of your email id and phone/cell number. It will be your responsibility to restrict to access your computer and computer system/network. You agree to take full responsibility for all activities that may occur under your user id, password, email id and phone/cell number as the case may be. You agree to provide true, accurate, current and complete information about yourself such as name, address, age, gender, contact number etc. whenever prompted by Company name. It is suggested by Company name that you should give full and complete address with proper pin code of the state to avoid returns and penalty charges. Please do note that courier companies charge penalty for incorrect shipping addresses, wherein the address or pin code do not match. Such type of charges and penalties will be paid by you and not Company name to the courier company. You agree that charges of re-shipment of the same order will be payable by you. Rectification/change of address will only be allowed before dispatch of your order. Once your order is dispatched rectification/change of address will not be granted. Company name will not be responsible for postal delays resulting from incomplete address. If you provide any information that is untrue, incomplete, inaccurate, misrepresented and on such suspect and grounds that such information provided by you is untrue, incomplete, inaccurate, misrepresented Company name has full right to terminate, block your access to the website and shall cancel this Terms and Conditions as well as your membership.

3. Electronic Communications:

You agree to receive any communications via electronic method from Company name periodically and as and when required. You also agree and are able to understand the mode of communication will be through electronic records.

4. Services and Fees Structure:

There are no fees charged for membership and to access the website. Company name reserves full right to charge fees on several additional services and may its discretion introduce new services or all the existing services offered on the website. You agree and shall make the payments of these invoices in the name of Company name. Your payment to Company name with full compliance of all applicable laws shall be sufficient to discharge you from your obligations towards Company name regarding payment against raised invoices.

You agree and shall be responsible of all applicable laws in India to make payments to Company name including those members residing in India all well as members residing outside the territory of India. The website provides various types of services through the website which enables users to purchase original products such as clothing and accessories of various Company name brands including Company name in house brands, books and journals, electronic gadgets and instruments, cosmetic products etc. Products can be purchased from the website through various steps/methods of payment available with the website. The personal details provide by you to enable/access payment facilities available shall solely be at your own discretion and at your own risk. For the safety and protection of your personal details all required precautions have been taken, but no indemnity or surety is given to registered users or guests for any type data leakage due to any mishap which is not in our control. Products once sold shall be governed by specific policies such as return/replace/cancellation policy.

5. Privacy Policies:

The User hereby on acceptance of this Terms and Conditions agrees that he has read and understood the privacy policies of the website and terms of the policy and content are acceptable to the User.

6. Taxes:

You agree to bear any and all applicable taxes, charges, cesses, octroi etc. levied thereon and also agree to pay all fees associated with the use and access of the website. Tax rules vary for place to place. Custom taxes/charges and import taxes are not included in our ordering process. Such type of taxes may be charged by your government. Company name doesn't have any control over such type of taxes. You agree as an international customer that you will be fully responsible and payable for any customs or duty fees levied by your country. They are entirely your responsibility. You also agree and understand that you may be charged additional service charge over and above custom duty on case-to-case basis by the courier companies and such costs/charges will be payable by you only.

7. Restrictions to the User:

On acceptance of this Terms and Conditions the user promises and undertakes not to download, modify, copy, hack, distribute, transmit, display, perform, reproduce, publish or sell or re-sell anything obtained from the website. The User is strictly restricted not to copy any of the patterns, design of the products or try to re-sell the purchased products from the website. User understands and agrees that copying of designs and patterns of the products of the website as well as products tagged in the name of Company name or its own other various brands for manufacturing unlimited production or for wholesale is strictly prohibited and leads to various legal civil and criminal proceedings for which the User will be fully liable for the costs of such legal proceedings.

8. General Rules:

On acceptance you agree and also undertake to use the website and the services provided by the website to post and upload comments and messages and material that proper and benefitting the website. You also undertake that when using a service/s you will not:

- a) Defame, abuse, harass, stalk, threaten, or otherwise, violate the legal rights of other;
- b) Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
- c) Upload files that contain software or other material protected by the IP laws or copy any of the coding of the website or try to hack and manipulate the website unless you own or have the control or have given rights and powers or all necessary consents required from the authorized person of the website;
- d) Upload or mail any files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the website or other computer or device, server etc;
- e) Conduct or forward surveys, contests, schemes or chain letters, emails;
- f) Violate any code of conduct or other guidelines, which may be applicable for or to any particular service;
- g) Violate any applicable laws or regulations for the time being in force in or outside India;
- h) Violate, abuse, unethical manipulation or exploit, any of the terms and conditions of this Agreement or any other terms and conditions for the use of the website contained elsewhere.

9. Disclaimer for Product Exactness Not Guaranteed:

The product/s ordered by the user has no assurance and is disclaimed by Company name of exactness as to the finish and appearance of the final product. Company name also disclaims the quality of any product, services, information, or other material purchased or obtained by you through the website may not meet your expectations. Company name aware you about certain aspects of your order such as the merchandise brands, Company name in house brands, size, color etc. may be required due to limitations caused by availability of product difference in size charts of respective brands. Knowing your product color shades displayed across the range of fabric and accessories may slightly differ/vary from the actual color. This may **happen due** to multiple settings in your monitor or viewing device (laptop/mobile/tab etc.), or impact of our digital photo shoots. We request you to consider these minor variations. In case of no availability of the product request change shall be given and within 20 days of non-acceptance of product alteration you retain the right to reject and your order will be cancelled and you will be fully refunded via any method as available and convenient to Company name.

10. Intellectual Property Rights:

a) Unless otherwise indicated or anything contained to the contrary or any proprietary material owned by a third party and so expressly mentioned, Company name owns all Intellectual Property Rights to and into the Website, including, without limitation, any and all rights, title, name and interest in and to copyright, related right, patents, utility models, trademarks, trade names, service marks, designs, know-how, trade secrets and inventions, in house brand names, goodwill, source code, meta tags, database, text, content graphics, icons, and hyperlinks. On acceptance you agree that you shall not use, reproduce or distribute any content belonging/from the website without obtaining authorization from Company name.

b) Notwithstanding the foregoing, it is expressly clarified that you will retain ownership and shall solely be responsible for any content that you provide or upload when using any services, including any text, data, information, images, photographs, music, sound, video or any other material which you may upload, transit or store when making use of various services.

c) However, with regard to the product customization service other than blog and forums you expressly agree that by uploading and posting content on the website for public viewing and reproduction/use of your content by third party users, you accept the user whereby you grant a non-exclusive license for the use of the same.

d) On acceptance you give guaranty and certify that you are responsible for the content and products which you submit or authorized to use the content/products and contents/products does not infringe upon the property rights and intellectual property rights or other legal rights of others. You also give guaranty and certify that to your knowledge, no action, suit, proceedings,

or investigation has been instituted or threatened relating to the content/products, including trademark, trade name, service mark, and copyright formerly or currently used by you in connection with the services rendered by the website.

11. Links to Third Party Sites:

The website may contain different links to other websites "Linked Websites". The linked sites are not under the control of Company name. Company name is not responsible for the content of any linked site, including without any limitation any link contained in a linked site, or any changes or updates to a linked site. Company name will not be responsible for any type of transmission, whatsoever, received by you from any linked website. There is no endorsement or any association with linked website or with their owners or operators, legal heirs, authorized signatory etc., Company name is only providing this linked websites to you for your convenience and also aware and request the user to verify the accuracy of all information on their own before undertaking any reliance on such information.

12. Disclaimer of Warranties/Limitation of Liability:

You agree that all information given on the website is true and correct, but Company name neither warrants nor makes any representation regarding the quality of the product, accuracy or completeness of any data, information, product and service. Company name will not be liable for any direct/indirect, punitive, incidental, special, consequential damages or any other damages resulting from:

- a) The use or inability to use the services or product;
- b) Unauthorized access to or alteration to user's transmission data;
- c) Any other matter relating to services;

In any case or situation Company name will not be liable or responsible in delay of delivering the product or inability to use the website or related services, the provision of or to provide services, or for any information, software, products, services and related graphics obtained through or during usage of the website, whether based on contract, tort, specific relief, negligence, strict liability or otherwise. Company name also notifies the user that the website may not be available during the maintenance operations or any unplanned suspension of access to the website that may occur due to technical reasons or for any reason beyond Company name's control. On acceptance of this agreement user also understands and agrees that any material and/or data downloaded or otherwise obtained through the website is done at their own discretion and risk and they will be solely responsible for any damage to their computer systems or loss of data that results from the download of such material and/or data.

13. Indemnification:

You agree to indemnify, defend and hold harmless Company name from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by Company name that arise out of any restricted activity performed by you, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by you pursuant to these Terms. You also agree to indemnify Company name in all types of cases and situations related to payments, taxes, octroi, penalty charges for providing wrong address by the shipping company, any losses/penalties/settlement amount occurring by your acts.

14. Pricing:

Prices of all products are described on Company name and are incorporated into these Terms by reference. Prices, products, and services may change as per Company name's discretion.

15. Shipping:

a) Title and risk of loss for all products ordered by you shall pass on to you upon shipment facility available with Company name.

b) If two or more items are ordered, you may receive them in multiple boxes on different days, because of varying item availability and shipping locations.

c) For transit safety purpose products may be shipped separately.

d) It is suggested by Company name that you should give full and complete address with proper pin code of the state to avoid returns and penalty charges. Please do note that courier companies charge penalty for incorrect shipping addresses, wherein the address or pin code do not match. Such type of charges and penalties will be paid by you and not Company name to the courier company.

e) You agree that charges of re-shipment of the same order will be payable by you.

f) Rectification/change of address will only be allowed before dispatch of your order. Once the your order is dispatched rectification/change of address will not be granted.

g) Company name will not be responsible for postal delays resulting from incomplete address.

h) If courier company fails to deliver, you do not suffer any loss.

i) You agree that you solely will be responsible and in no way Company name will be responsible for lost and stolen packages or any full or partial or direct or indirect damages to the package after being left at your address by postal/courier agencies.

j) For any type of shipments to any girls hostel/college/school etc. specific date and time should be mentioned while placing the order to avoid returns due to permission issues of entering such premises. Company name will not be responsible for refund or credits if any nor shall re-ship the order in such type of circumstances.

16. Termination:

Company name reserves all rights:

a) To suspend or terminate your use of the Website or any service if it believes, in its sole and absolute discretion that you have breached, violated, abused, or unethically manipulated or exploited any terms of these Terms or anyway otherwise acted unethically;

b) That notwithstanding clause 17 (a) above, Terms will survive indefinitely unless and until Company name chooses to terminate them;

c) That Company name will have no liability to you or any third party for terminating your use to the website or any service, for deleting any content or other materials relating to your use of the service;

d) That you shall be liable to pay for any service or product that you have already ordered till the time of termination by either party whatsoever and also entitled to your royalty payments as per the Terms and Conditions that has or is legally deemed accrued to you.

17. Governing Law:

These terms shall be governed by and constructed in accordance with the laws of India without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of the courts at Mumbai.

18. Severability:

If any provision of the Terms is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only such provision or part of such provision and the remaining part of such provision and all other provisions of these Terms shall continue to be in full force and effect.

19. Report Abuse:

As per the Terms, users are solely responsible for every material or content uploaded on to the Website. Users can be held legally liable for their contents and may be held legally accountable if their contents or material include, for example, defamatory comments or material protected by copyright, trademark etc.

PRIVACY POLICY

Your Privacy Protection is very important to us and will be our first priority. The following policies are specially developed to protect your personal information and keep it confidential. Our team is fully dedicated to protect your personal information from any type of misuse or information breach and leakage from our/server provider's system which is monitored by our server provider. Company name will do everything what is necessary to protect all confidential information and to protect your rights. Our privacy policy is subject to change anytime. The information and privacy practice of our business partners, advertisers, sponsors or other websites, to which we provide hyperlinks, may be different from ours.

1. General Principles/Definitions:

a) Profile/personal information: Information provided by you during registration for service such as information about your personal identity, gender, marital status, age, address, age, likes and dislikes etc. Banking information for payments against services asked and any information related to your income. In case of any information which is publicly available and information which is available in the public domain through various social networking sites or other sources will not be considered as private/confidential information. Disclosure of any type of information/data which is personal information according to you will be at your own risk;

b) Payment and account information: your account history including your billing information and communications, payment history will be in encrypted form with the server service provider on behalf of Company name and this server service provider will solely be responsible for the security and safety of your personal information and not Company name;

c) Service: Information about your navigation/history/log using our services, for example the URLs of websites, which you visit and from which you download shall be recorded;

d) Log: Log information includes your web request, IP address, browser type, browser language, date and time of request;

e) Transaction: This information means history related to e commerce and not bank details;

f) Correspondence: Communication between you and other person using our services which includes emails, chat room, blog, discussion, instant messaging, fax mail, membership mailing list shall be recorded;

g) User IDs: Your user name, password, email addresses;

h) Stored information: Data either created by you or by a third party and which you wish to store on our servers such as images;

i) Personal information is only collected from you to conduct our e commerce business and enable to provide and serve our services;

j) All data will be saved on the servers provided to Company name till it possesses its own server;

k) Personal information will be used and disclosed only in accordance with this privacy policy;

l) Prior intimation will be given before using any personal information;

m) Information which is disclosed by you for usage of certain services is open in public domain shall not be considered as confidential information and is not subject to protection under this privacy policy;

n) Any data/information which is available in the public domain, blog, and forum or with any internet portal in a way of a membership is no more a personal information or confidential information and is not subject to protection under this privacy policy;

o) Company name is not responsible for misuse of any information by a third party; not personal information or which is already in the public domain or which is accessible to public without your any prior permission.

2. Right to Collect:

You agree and authorize us to collect and store your personal information as long as your usage of our services which is subjected with limitation laid down in this privacy policy.

1. Profile and Account Information:

a) Information such as identity details, contact details, banking details and account history to provide better service;

b) Such information will be used for promotional offers and schemes;

c) Your given information shall be used to compile statistical reports and demo graphical profiles for business and marketing activities;

d) You agree to provide true, accurate, current and complete information about yourself such as name, address, age, gender, contact number, banking details etc. whenever prompt by Company name: A3MARCH;

e) If you provide any information that is untrue, incomplete, inaccurate, misrepresented and on such suspect and grounds that such information provided by you is untrue, incomplete, inaccurate, misrepresented Company name has full right to terminate, block your access to the website and shall cancel this user agreement as well as your membership.

2. Service Usage and Transactional Information:

a) To verify and administer the service charges payable by you;

b) For customization of our services for you;

c) To comply with any statutory or regulatory requirements;

d) For our own internal business purposes which will be disclose and share with certain people or with people who are authorized;

e) For monitoring your usage of our services to ensure the usage is within our terms of use/services.

3. Correspondence and Personal Identifiers:

a) To comply our obligation under any law;

b) For monitoring your usage of our services to ensure the usage is within our terms of use/services.

4. Personal information collected from you which may be used in an aggregated manner ensuring in which you are not identified will be Company name A3MARCH's property.

5. We may use it, in our sole discretion and without any compensation to you or any of your legal heirs or person/s representing you, for any legitimate purpose including (without limitation) the commercial sale thereof to third parties.

6. "Cookies" are use by portal companies to store user preferences and to track user trends, so as to enhance your interactive experience and our services. On clicking or accepting or allowing the cookie on your computer we can provide you with more customize information when you return to our website.

7. You allow and agree that in interest of improving penalization and service efficiency, we may, under controlled and secure circumstances, share your personal information with our

affiliates such as an entity, if any, which may be our subsidiary or holding company or an entity which controls, is controlled by them or by us.

3. General Exceptions:

If under any obligation or any requirement to intercept, disclose, monitor and/or store your personal information by law, to conduct our business, to secure our systems or to enforce our own rights, we will do so in the manner prescribe by law which also may take place without your knowledge. In this above case, we will not be liable for any damages to you or to any third party arising from such interception, disclosure, monitoring and storage. All your personal information which also includes filtering of incoming and outgoing electronic data messages to identify, limit and/or to prevent the transmission of spam, viruses and/or unlawful, defamatory, obscene or otherwise undesirable material and content; will be monitored by service provider/s or third party to ensure and watch compliance and non-compliance of terms of service as well as to ensure the security and integrity of our services. We may procure an element of the services from a third-party service provider. To the extent that it may be necessary, and solely for the purposes of providing the service to you, you agree that we may disclose to such third party any of your personal information that may be necessary for the procurement of services from the third party (Server providers).

RETURN, CANCELLATION & REFUND POLICY

There is no return policy. Goods once sold cannot be returned.

2. Miscellaneous:

- a) Title and risk of loss for products/items ordered by you shall pass on to you upon shipment facility available with Company name.
- b) If two or more items are ordered, you may receive them in multiple boxes on different days, because of varying item availability and shipping locations.
- c) For transit safety purpose products may be shipped separately.
- d) It is suggested by Company name that you should give full and complete address with proper pin code of the state to avoid returns and penalty charges.
- e) Please do note that courier companies charge penalty for incorrect shipping addresses, wherein the address or pin code do not match. Such type of charges and penalties will be paid by you and not by Company name to the courier company.
- f) You agree that charges of re-shipment of the same order will be payable by you.
- g) Rectification/change of address will only be allowed before dispatch of your order. Once the order is dispatched rectification/change of address will not be granted.
- h) Company name will not be responsible for postal delays resulting from incomplete address.
- i) If courier company fails to deliver, you do not suffer any loss.
- j) Company name will not be responsible for lost and stolen packages or any full or partial damages to the package after being left at your address by postal/courier agencies.
- k) For any type of shipments to any girls hostel/college/school etc. specific date and time should be mentioned while placing the order to avoid returns due to permission issues of entering such premises etc.. Company name will not be responsible for refund or credits, if any nor shall re-ship the order in such type of circumstances without any shipping charges.
- l) We will deduct Rs.250/- as cancellation charges.
- m) Cancellation can be done via sending an email.

3. Governing Law:

These terms shall be governed by and constructed in accordance with the laws of India without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of the courts at Kolkata.

4. Severability:

If any provision of the Terms is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only such provision or part of such provision and the remaining part of such provision and all other provisions of these Terms shall continue to be in full force and effect.