

## WEBSITE TERMS OF USE

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The domain name [www.pitrashish.in](http://www.pitrashish.in) or (hereinafter referred to as "Website") is owned by M/s Pitrashish Marketing Enterprises Private Limited, which is a registered company, having its Registered Office at GA-126, Rajdanga Main Road, Ground Floor, Kolkata -700107, India. Here in after referred to as (“Pitrashish”).

### **In General**

Pitrashish owns and operates the website with its full ownership & control. This document governs your relationship with Pitrashish as a Customer/Independent Distributor. Access to and use of this website and the products and services available through this website (collectively, the “Services”) are subject to the following terms, conditions and notices (“Website Terms of Use”). By using the Services, you are agreeing to all of the Website Terms of Use, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms of Use.

Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or this entire website.

### **Website disclaimer**

The contents of this website are only for information purpose. Users are advised to rely on information posted herein for any purpose only after verification and confirmation of the same from authentic and authoritative sources. Neither Pitrashish nor the website developer is responsible for any consequences that may arise out of using such information without verification / confirmation. There may be time gap in internet / online posting / transmission of information and availability of such information at browsers’ end. Exact status may be confirmed from source [www.pitrashish.in](http://www.pitrashish.in) . We are running this website, to promote our business within our direct selling business. We are GA-126, Rajdanga Main Road, Ground Floor, Kolkata -700107, India. Here in after referred to as “Pitrashish”). The Payment Gateway, which we mentioned in this website, is our official account, the money collected from this website on behalf of Pitrashish i.e. M/s Pitrashish Marketing Enterprises Private Limited on the sale of products exclusively marketed by M/s Pitrashish Marketing Enterprises Private Limited

### **Prohibitions**

The services available on this website are for customers, who are interested and have requested to become a Customer/Independent Distributor of the Pitrashish. Once you register as a user, you will permit us to fill Pitrashish registration form and to mention your name where ever your signature is required. You must not misuse this Website [www.pitrashish.in](http://www.pitrashish.in) . You will not: commit or encourage a criminal offense; transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person’s proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as “spam”; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. Breaching this provision would constitute a criminal offense and Pitrashish will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this website or to your downloading of any material posted on it, or on any website linked to it.

### **Intellectual Property, Software and Content**

The intellectual property rights in all software and content (including photographic images) made available to you on or through this Website remains the property of Pitrashish or its licensors and are protected by copyright laws and treaties around the world. All such rights are reserved by Pitrashish and its licensors. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this website nor may you use any such content in connection with any business or commercial enterprise.

### **Terms of Sale**

By placing an order you are offering to purchase a product on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price. Dispatch times may vary according to availability and subject to any delays resulting from postal delays or force majeure for which we will not be responsible.

In order to contract with Pitrashish you must be over 18 years of age. Pitrashish retains the right to refuse any request made by you. If your order is accepted we will inform you by email. When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorized user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods. All prices advertised are subject to such changes.

#### **a) Our Contract**

When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order: this email will only be an acknowledgement and will not constitute acceptance of your order. A contract between us will not be formed until we send you confirmation by e-mail that the goods which you ordered have been dispatched to you. Only those goods listed in the confirmation e-mail sent at the time of dispatch will be included in the contract formed.

#### **b) Pricing and Availability**

Whilst we try and ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund. Delivery costs will be charged in addition; such additional charges are clearly displayed where applicable and included in the 'Total Cost'.

#### **c) Payment**

There are various methods of payment used by Pitrashish. These methods of payment can be online either through wallets/debit/credit card or account transfer. Upon receiving your order we carry out a standard authorization check on your payment card to ensure there are sufficient funds to fulfill the transaction. Your card will be debited upon authorization being received. The amount received upon the debiting of your card shall be treated as a deposit against the value of the goods you wish to purchase. Once the goods have been dispatched and you have been sent a confirmation email the amount paid as a deposit shall be used as consideration for the value of goods you have purchased as listed in the confirmation email.

#### **d) Customer/Independent Distributor**

Upon receiving your request to become Customer/Independent Distributor with Company, that he / she has read, understood and accepted all the terms and conditions on the Application + Contract Form and Pitrashish through its separate Pitrashish Business Plan to provide incentives to its exclusive Independent Distributor and agrees to comply by all the terms laid down. To become an Independent Distributoris FREE withPitrashish.This document uploaded on the website [www.pitrashish.in](http://www.pitrashish.in). Independent Distributor of Company also agrees to read and comply by further amendments, which will be made from time to time fromPitrashish.

### **Disclaimer of Liability**

The material displayed on this Website [www.pitrashish.in](http://www.pitrashish.in) is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary to the fullest extent permitted by law, Pitrashish and its suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise. This does not affect Company's liability for death or personal injury arising from its negligence, fraudulent misrepresentation, and misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

### **Linking to this Website**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor may you create a link to any part of this website other than the home page. We reserve the right to withdraw linking permission without notice.

Disclaimer as to ownership of trademarks, images of personalities and third party copyright. Except where expressly stated to the contrary all persons (including their names and images), third party trademarks and content, services and / or locations featured on this website are in no way associated, linked or affiliated with Pitrashish and you should not rely on the existence of such a connection or affiliation. Any trademarks / names featured on this website are owned by the respective trademark owners. Where a trademark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to Pitrashish.

### **Indemnity**

Customers/Independent Distributors agree to indemnify, defend and hold harmless Pitrashish, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use this website or your breach of the Terms of Use.

### **Modification of Website Terms of Use**

Pitrashish all have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/ or any page of this Website and its policies.

### **Invalidity**

If any part of the Terms of Use is unenforceable (including any provision in which we exclude our liability to you) the enforce-ability of any other part of the Terms of Use will not be affected all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause / sub-clause as is permitted by law.

### **Complaints**

We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments.

### **Waiver**

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

### **Communication with Customers/Independent Distributors**

Pitrashish ensures that any Product / Service Promotion initiated by Pitrashish are informed to our customers through SMS and E-mails. In order to keep the customers informed about their transactions, Pitrashish sends regular Transactional SMS and E-mails to the Customers/Independent Distributors from:-----.

If you have any queries with regard to the Website Terms of Use please contact : [www.pitrashish.in](http://www.pitrashish.in) or by emailing to a dedicated email ID: [info@pitrashish.com](mailto:info@pitrashish.com)

### **Entire Agreement**

The above Terms of Use constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and company. Any waiver of any provision of the Terms of Use will be effective only if in writing and signed by a Partner/Authorized Signatory of Pitrashish.

### **Termination**

If Pitrashish comes across any member of the site who has counterfeited or acted against the Website Terms of Use, the website has full authority to terminate the user account and claim penalty through the legal proceedings.

### **Governing Law**

The Website Terms of Use are customized in a comprehend manner which reign in accordance with the laws of India. With reference to this aspect all the disputes/conflicts that are related directly or indirectly with these Website Terms of Use that belong to this website are to be submitted only in the adequate courts in **Kolkata, West Bengal**. The adequate courts are personalized with the related authority of its kind. In case if your disputes are found Counterfeit then you will be highly responsible to undergo the penalty of the jurisdiction.