

Website terms and conditions

Terms and Conditions applicable to a buyer of Products using www.kalaghodaartkart.com.

These terms and conditions are the contract between you and www.kalaghodaartkart.com (“us”, “we”, etc). By visiting or using Our Website, you agree to be bound by them. Our suppliers may also impose additional terms and conditions to which your contract with them will be subject.

“www.kalaghodaartkart.com”, is developed and managed by Eluciidaate Tech Pvt Ltd. “SafeQu” and “Qu” are trade names of Eluciidaate Tech Pvt Ltd, Company identification number U52609MH2020PTC342492 incorporated in the Republic of India, whose registered office is at Vashi, Maharashtra, India.

Under 18 years? Sorry, but we deal only with people who are legally able to enter into a binding contract.

If you use Our Website, you do so in accordance with these terms. If you are unable to accept these terms, your only remedy is to leave Our Website and stop using the Services.

1. Definitions

“Content”	means the textual, visual or aural content that is encountered as part of your experience on Our Website. It may include, among other things: text, images, sounds, videos and animations. It includes content posted by you.
“Our Website”	means any website of ours and includes all web pages controlled by us.
“Post”	means upload or place on or into Our Website any Content or material of any sort by any means.
“Product”	means any item offered for sale on Our Website, whether physical goods or downloads.
“Seller”	means a person who offers a Product for sale on Our Website.
“Service”	means any service we provide through Our Website, whether free or charged.

2. Our contract

- 2.1 www.kalaghodaartkart.com is neither a buyer nor Seller of Products offered for sale in any form. www.kalaghodaartkart.com is never either a principal or agent in a buying transaction.
- 2.2 www.kalaghodaartkart.com is a marketplace. We are agents of a Seller only to the extent of use of Our Website as a platform for the sale of his Products and for collection and forwarding of your money.
- 2.3 We are not responsible to you further than to take your money and pass it to the Seller.
- 2.4 We welcome any comment or complaint about a Seller, which you make through Our Website. We may act upon a complaint at our discretion, for the benefit of the body of www.kalaghodaartkart.com members.
- 2.5 We only give Sellers the technology to book delivery through external 3rd party delivery providers. This service is optional and we are only responsible for providing technology to help sellers manage their orders on one dashboard and are not responsible for delivery of any Product you order or for the returns and repayment procedure should you decide to return a Product for any reason. The returns, refund & cancellation process will be as outlined in the returns, refund & cancellation policy. Returns & Refunds will be on a case-to-case basis considering the genuineness of the request and, at the discretion of the Seller.
- 2.6 These terms and conditions regulate the business relationship between you and us. By using Our Website free of charge, you agree to be bound by them.
- 2.7 We provide a market place for the supply of Products. We are in no way responsible for:
 - 2.7.1 your locating and ordering a Product;
 - 2.7.2 your choice of a Product;
 - 2.7.3 any aspect of the provision of the Product;
 - 2.7.4 refund payment for any Product;
 - 2.7.5 any complaint about any Product.

- 2.8 In any dispute with a Seller, we will relay your concern to the Seller and try to address your issues to the best of our ability. We however have neither legal obligation nor detailed information about the Product.
- 2.9 We may change this agreement in any way at any time. The version applicable to your contract is the version which was Posted on Our Website at the time that the contract was made.

3. Your account and personal information

- 3.1 When you visit Our Website, you accept responsibility for any action done by any person in your name or under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.
- 3.2 You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible for any error made as a result of such information being inaccurate.
- 3.3 You agree to notify us of any changes in your information immediately it occurs. If you do not do so, we may terminate your account.

4. The buying procedure

- 4.1 www.kalaghodaartkart.com and Eluciidaate Tech Pvt Ltd is not responsible for the fulfilment of your contract to buy a Product. We only give sellers the technology to book delivery through external 3rd party delivery providers. This service is optional and we are only responsible for providing technology to help sellers manage their orders on one dashboard.
- 4.2 While every endeavour is made that the Prices listed on Our Website are inclusive of any applicable tax, on certain instances, the Buyer may be subject to certain additional taxes.
- 4.3 Unless it is clear to the contrary, you may assume that every sale is made by the Seller in the course of his business.
- 4.4 Products may be offered for sale subject to any discount or promotion as determined by us or the Seller.

- 4.5 Subject to discounts and promotions, Products are offered for sale at a fixed price. GST may be due and will be either included in the price or shown separately. If not shown, it will not be charged.
- 4.6 The delivery charge (if applicable) will be fixed by the Seller for each Product offered for sale. It may be changed at the discretion of the Seller.
- 4.7 Neither we nor the Seller can be responsible for action by any governmental authority. We do not know and are not responsible for duties, taxes, delays or impounding of any item.
- 4.8 Neither we nor the Seller can be responsible for any inconvenience that may be caused to you as a result service provided to you by a third party provider like RazorPay, Delhivery etc.
- 4.9 You are required to pay in the currency in which the Product is listed for sale on Our Website.
- 4.10 Every sale will be subject to the laws applicable but there shall not be implied any right which is neither a legal right nor set down in these terms and conditions.
- 4.11 For security purposes (yours and ours) we will not permit more than a maximum number of transactions with you in a given period of time.
- 4.12 To make future use of Our Website easier and faster for you, we will retain the personal and delivery information you give to us. We will not retain information relating to your payment or credit card. This financial information never comes into our control. The information is given into a page which is in reality a page of our payment service provider. For detailed information about disclosure of personal information please see our privacy notice.
- 4.13 www.kalaghodaartkart.com tries to ensure Sellers practise safe selling. However, the website is not liable in case of an unforeseen circumstance.

5. Security of your Methods of Payment

We take care to make Our Website safe for you to use.

- 5.1 Payments are not processed through pages controlled by us. We use one or more online secure payment service providers who will encrypt your card or bank account details in a secure environment.

- 5.2 If you have asked us to remember your credit card details in readiness for your next purchase or subscription, our payment service provider will securely store your payment details on their systems. These details will be fully encrypted and will only be used to process your automatic monthly payments or other transactions which you have initiated.

6. Products returned

Kala Ghoda Art Kart will only accept returns if a wrong or a damaged product has been delivered to you. Exchanges are granted only on a case-to-case basis considering the genuineness of the request and, at the discretion of the Seller. These provisions apply in the event that you need to return any Product to the Seller for any reason:

- 6.1 The Seller does not accept returns unless there was a defect in the Product at the time of purchase, or the Seller has agreed in correspondence that you may return it.
- 6.2 Before you return a Product to the Seller, please carefully re-read the instructions and check that you have assembled it correctly (if applicable) and complied with any provisions relating to the power supply, plugs and sockets.
- 6.3 Customers wanting to make an exchange, should get in touch with customerservice@kalaghodaartkart.com within 24 hours of receipt of the product which is being returned or exchanged with supporting images of the product stating the reason for return or exchange. So far as possible, a Product should be returned:
- 6.3.1 with both Product and all packaging as far as possible in their original condition;
 - 6.3.2 securely wrapped;
 - 6.3.3 including the Seller's delivery slip;
 - 6.3.4 at your risk and cost.
- 6.4 We advise you to follow the returns/ refunds & exchange procedure set out on www.kalaghodaartkart.com before initiating a return, refund or exchange.
- 6.5 If the Seller agrees that the item is faulty, the Seller will either:
- 6.5.1 refund the cost of item or;

6.5.2 repair or replace the item as he chooses.

7. How we handle your Content

- 7.1 Our privacy policy is strong and precise. It complies fully with current law.
- 7.2 If you Post Content to any public area of Our Website it becomes available in the public domain. We have no control who sees it or what anyone does with it.
- 7.3 Even if access to your text is behind a user registration it remains effectively in the public domain because someone has only to register and log in, to access it. You should therefore avoid Posting unnecessary confidential information.
- 7.4 We need the freedom to be able to publicise our Services and your own use of them. You therefore now irrevocably grant us the right and licence to edit, copy, publish, distribute, translate and otherwise use any Content that you place on Our Website, in public domains and in any medium. You represent and warrant that you are authorised to grant all such rights.
- 7.5 We will use that licence only for commercial purposes of the business of Our Website and will stop using it after a commercially reasonable period of time.
- 7.6 You agree to waive of your right to be identified as the author and your right to object to derogatory treatment of your work as provided in the Copyright Act 1957 as amended.
- 7.7 You now irrevocably authorise us to publish feedback, comments and ratings about your activity through Our Website, even though it may be defamatory or critical.
- 7.8 Posting content of any sort does not change your ownership of the copyright in it. We have no claim over it and we will not protect your rights for you.
- 7.9 You understand that you are personally responsible for your breach of someone else's intellectual property rights, defamation, or any law, which may occur as a result of any Content having been Posted by you.

- 7.10 You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.
- 7.11 Please notify us of any security breach or unauthorised use of your account.
- 7.12 We do not solicit ideas or text for improvement of our Service, but if you do send to us material of any sort, you are deemed to have granted us a licence to use it in the terms set out in this section.

8. Restrictions on what you may Post to Our Website

We invite you to Post Content to Our Website in several ways and for different purposes. We have to regulate your use of Our Website to protect our business and our staff, to protect other users of Our Website and to comply with the law. These provisions apply to all users of Our Website.

We do not undertake to moderate or check every item Posted, but we do protect our business vigorously. If we believe Content Posted breaches the law, we shall co-operate fully with the law enforcement authorities in whatever ways we can.

You agree that you will not use or allow anyone else to use Our Website to Post Content or undertake any activity which is or may:

- 8.1 be unlawful, or tend to incite another person to commit a crime;
- 8.2 consist in commercial audio, video or music files;
- 8.3 be obscene, offensive, threatening, violent, malicious or defamatory;
- 8.4 be sexually explicit or pornographic;
- 8.5 be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;
- 8.6 use a Posting to solicit responses unconnected with the purpose of Our Website or the terms proposed by this agreement;
- 8.7 request or collect passwords or other personal information from another user without his permission, nor Post any unnecessary personal information about yourself;
- 8.8 be used to sell any goods or services or for any other commercial use not intended by us, for yourself or for any other person. Examples are: sending private messages with a commercial purpose, or collecting

information with the intention of passing it to a third party for his commercial use;

- 8.9 include anything other than words (i.e. you will not include any symbols or photographs) except for a photograph of yourself or your shop in your profile in such place as we designate;
- 8.10 facilitate the provision of unauthorised copies of another person's copyright work;
- 8.11 link to any of the material specified in this paragraph;
- 8.12 use distribution lists that include people who have not given specific permission to be included in such distribution process;
- 8.13 send age-inappropriate communications or Content to anyone under the age of 18.

9. Your Posting: restricted content

In connection with the restrictions set out below, we may refuse or edit or remove a Posting which does not comply with these terms.

In addition to the restrictions set out above, a Posting must not contain:

- 9.1 hyperlinks, other than those specifically authorised by us;
- 9.2 keywords or words repeated, which are irrelevant to the Content Posted.
- 9.3 the name, logo or trademark of any organisation other than yours.
- 9.4 inaccurate, false, or misleading information.

10. Removal of offensive Content

- 10.1 For the avoidance of doubt, this paragraph is addressed to any person who comes on Our Website for any purpose.
- 10.2 We are under no obligation to monitor or record the activity of any user of Our Website for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.

- 10.3 If you are offended by any Content, the following procedure applies:
- 10.3.1 your claim or complaint must be submitted to us by email on customerservice@kalaghodaartkart.com
 - 10.3.2 we shall remove the offending Content as soon as we are reasonably able to.
 - 10.3.3 after we receive notice of a claim or complaint, we shall investigate so far as we alone decide.
 - 10.3.4 we may re-instate the Content about which you have complained, or we may not.
- 10.4 In respect of any complaint made by you or any person on your behalf, whether using our form of complaint or not, you now irrevocably grant to us a licence to publish the complaint and all ensuing correspondence and communication, without limit.
- 10.5 You now agree that if any complaint is made by you frivolously or vexatiously you will repay us the cost of our investigation including legal fees, if any.

11. Security of Our Website

If you violate Our Website we shall take legal action against you.

You now agree that you will not, and will not allow any other person to:

- 11.1 modify, copy, or cause damage or unintended effect to any portion of Our Website, or any software used within it.
- 11.2 link to Our Website in any way that would cause the appearance or presentation of the site to be different from what would be seen by a user who accessed the site by typing the URL into a standard browser;
- 11.3 download any part of Our Website, without our express written consent;
- 11.4 collect or use any product listings, descriptions, or prices;
- 11.5 collect or use any information obtained from or about Our Website or the Content except as intended by this agreement;

- 11.6 aggregate, copy or duplicate in any manner any of the Content or information available from Our Website, other than as permitted by this agreement or as is reasonably necessary for your use of the Services;
- 11.7 share with a third party any login credentials to Our Website.

12. Copyright and other intellectual property rights

- 12.1 All Content on Our Website, for example page text, graphics, logos, images, audio clips, digital downloads, data compilations, and software, is the property of either us or our affiliates or suppliers of Products for sale. It is all protected by international copyright laws.
- 12.2 You may not copy, or in any way exploit any of the Content, except as is expressly permitted in this agreement or with our written consent. For the sake of good order, you should note that copyright exists in compilations and graphic images, shapes and styles, as well as in raw text.

13. Interruption to the www.kalaghodaartkart.com Service

- 13.1 We give no warranty that the www.kalaghodaartkart.com Service will be satisfactory to you.
- 13.2 We will do all we can to maintain access to Our Website, but it may be necessary for us to suspend all or part of www.kalaghodaartkart.com Service for repairs, maintenance or other reason. We may do so without telling you first.
- 13.3 You acknowledge that our Service may also be interrupted for reasons beyond our control.
- 13.4 You agree that we are not liable to you for any loss whether foreseeable or not, arising as a result of interruption to our Service.

14. Our disclaimers

- 14.1 Our Website contains links to other Internet websites. We have neither power nor control over any such website. You acknowledge and agree that we shall not be liable in any way for the Content of any such linked

website, nor for any loss or damage arising from your use of any such website.

- 14.2 We are not liable in any circumstances for special, indirect, consequential damages or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our Website.
- 14.3 The www.kalaghodaartkart.com Website Services are provided “as is”. We make no representation or warranty of any kind, express or implied, including, without limitation, any warranty that either of them will be:
 - 14.3.1 of satisfactory quality;
 - 14.3.2 fit for a particular purpose;
 - 14.3.3 available or accessible, without interruption, or without error.
- 14.4 So far as concerns a Product you buy through Our Website, we are not liable for:
 - 14.4.1 any product or service complying with the requirement of any law or being available;
 - 14.4.2 the Seller performing his contract.
- 14.5 You now expressly release us from any and all claims and liability known and unknown, arising in any way from a dispute between you and a Seller.

15. Indemnity

You agree to indemnify us against any loss, damage or liability, suffered by us at any time and arising out of:

- 15.1 any act, neglect or default of yours in connection with this agreement or your use of the Services;
- 15.2 your breach of this agreement;
- 15.3 your failure to comply with any law;
- 15.4 a contractual claim arising from your use of the Services and purchase of a Product.

16. Miscellaneous matters

- 16.1 If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 16.2 For the purposes of the data protection laws as amended you consent to the processing of your personal data (in manual, electronic or any other form) relevant to this agreement, by us and/or any agent or third party nominated by us and are bound by a duty of confidentiality. Processing includes but is not limited to obtaining, recording, using and holding data and includes the transfer of data to any country in any part of the World.
- 16.3 If you are in breach of any term of this agreement, we may:
- 16.3.1 publish all text and Content relating to the claimed breach, including your name and email address and all correspondence between us and our respective advisers; and you now irrevocably give your consent to such publication.
 - 16.3.2 terminate your account and refuse access to Our Website;
 - 16.3.3 remove or edit Content, or cancel any order at our discretion;
 - 16.3.4 issue a claim in any court.
- 16.4 Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 16.5 No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 16.6 When you visit Our Website or send messages to us by email, you are communicating with us electronically. We communicate with you by e-mail or by posting notices on Our Website. You agree that all our electronic communications satisfy any legal requirement that such communications be in writing.

16.7 Any communication to be served on either of us by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;

16.8 In the event of a dispute between us, then, if we so ask, you undertake to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.

16.9 This agreement does not give any right to any third party.

16.10 We shall not be liable for any failure or delay in our performance of this agreement which is caused by circumstances beyond our reasonable control, including any labour dispute.

16.11 In the event of any conflict between any term of this agreement and the provisions of the articles of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.

16.12 This agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

16.13 The validity, construction and performance of this agreement shall be governed by the laws of the Republic of India.

