

## TERMS OF SERVICE

### **Account Terms:**

- You must be 18 years or older to use this Service.
- You must provide your full legal name, current address, a valid email address, and any other information needed in order to complete the signup process.
- You are responsible for keeping your password secure. KartRocket™ cannot and will not be liable for any loss or damage from your failure to maintain the security of your account and password.
- You are responsible for all activity and content (data, graphics, photos, links) that is uploaded under your KartRocket™ account.

### **General Conditions:**

You must read, agree with and accept all of the terms and conditions contained in this User Agreement and the Privacy Policy before you may become a member of KartRocket™.

- We reserve the right to modify or terminate the Service for any reason, without notice at any time.
- We reserve the right to refuse service to anyone for any reason at any time.
- KartRocket™ does not warrant that the results that may be obtained from the use of the service will be accurate or reliable.
- You understand that your Content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
- We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
- KartRocket™ does not warrant that the quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations, or that any errors in the Service will be corrected.
- Technical support is only provided to paying account holders and is only available via email and if agreed upon earlier via phone and request ticketing system.
- You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by KartRocket™.
- Verbal or written abuse of any kind (including threats of abuse or retribution) of any KartRocket™ customer, KartRocket™ employee, member, or officer will result in immediate account termination.
- By uploading images and item description content to KartRocket.in, you agree to allow other internet users to view them and you agree to allow KartRocket™ to display and store them and you agree that KartRocket™ can, at any time, review all the content submitted by you to its Service.
- You shall not purchase search engine or other pay per click keywords (such as Google AdWords), or domain names that use KartRocket™ or KartRocket™ trademarks and/or variations and misspellings thereof.

- KartRocket™ does not pre-screen Content and it is in their sole discretion to refuse or remove any Content that is available via the Service.
- Questions about the Terms of Service should be sent to support at KartRocket™ dot com.
- These Terms of Service and the terms and conditions of any Customer/Merchant Agreement executed/agreed to between You and KartRocket™ (“**Agreement**”) shall apply to your use of the Service. In the event of any discrepancy between the terms of these Terms of Service and the Agreement, the terms of the Agreement shall prevail.

#### **Payment of Fees:**

- There are different payment term options available, and depending on the payment term decided with KartRocket the merchant has to pay on the pre-decided monthly, quarterly, half-yearly or yearly terms.
- The merchant has to pay with-in 7 days from the date of Invoice, or he/she risks the chance of closure/termination of the online store.
- All fees are exclusive of all state and central taxes, service, sales tax or other taxes, fees or charges now in force or enacted in the future (“Taxes”).
- KartRocket™ does not provide refunds.

#### **Cancellation and Termination:**

- Once your account is cancelled all of your Content will be immediately deleted from the Service. Since deletion of all data is final please be sure that you do in fact want to cancel your account before doing so.
- We reserve the right to modify or terminate the KartRocket™ service for any reason, without notice at any time.
- Fraud: Without limiting any other remedies, KartRocket™ may suspend or terminate your account if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the Site.

#### **Modifications to the Service and Prices:**

- Prices for using KartRocket™ are subject to change upon 14 days notice from KartRocket™. Such notice may be provided at any time by posting the changes to the KartRocket™ Site (KartRocket.in) or via an announcement.
- KartRocket™ reserves the right at any time to time to modify or discontinue, the Service (or any part thereof) with or without notice.
- KartRocket™ shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

#### **Banned restricted products and services:**

You shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force. Without prejudice to the generality of the above, BFRS does not permit hosting of following items:

- “Securities” within the meaning of the Securities Contract Regulation Act, 1956, including shares, bonds, debentures, etc. and/or any other financial instruments/assets of any description. While this does not prevent a share broking firm to host its website with BFRS, the trading of the shares through an e-store made available by BFRS is prohibited.
- Living, dead creatures and/or the whole or any part of any animal which has been kept or preserved by any means whether artificial or natural including rugs, skins, specimens of animals, antlers, horns, hair, feathers, nails, teeth, musk, eggs, nests, other animal products of any description the sale and purchase of which is prevented or restricted in any manner by applicable laws (including those prohibited under The Wildlife Protection Act, 1972). Weapons of any description.
- Liquor, tobacco products, drugs, psychotropic substances, narcotics, intoxicants of any description, medicines, palliative/curative substances.
- Religious items, including books, artefacts, etc. of any description or any other such item which is likely to affect the religious sentiments of any person.
- “Antiquities” and “Art Treasures” in violation of the provisions of the Antiquities and Art Treasures Act, 1972(“the Act”).
- Used cellular phone SIM Cards.
- Furthermore, you agree to display and adhere to a terms of use or other user-type agreement, as well as a privacy policy, governing Your operation of Your Store and Your conduct with Your Store’s customers.

## PRIVACY POLICY

KartRocket™ collects e-mail addresses and other contact details of people who register at our website and send us e-mail. The information we collect is not shared with or sold to others except under the certain circumstances and which your use of the Service is deemed to provide to us a valid consent to disclose the following:

In order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of KartRocket's terms of use, or as otherwise required by law.

We share information about our Members with third parties, such as advertisers or partners, for marketing and promotional purposes. However, except as otherwise KartRocket does not rent, sell, or share personal information about you with other companies.

KartRocket uses your information on a cumulative basis to help operate our web sites and enhance our web sites design, improve our content, our services and usability.

We may also use the information we collect to occasionally notify you about important functionality changes to the web site, new Services, and special offers.

We always use a secure connection when collecting personal financial information from you. However, no data transmission over the Internet can be guaranteed to be 100% secure.

Your KartRocket account is password-protected and you are free to create further users and user groups to whom you shall assign Usernames and Passwords, so only you and those you designate can access it and view the member information relevant to your account.

Ultimately, you are responsible for maintaining the secrecy of your passwords and any account information.

KartRocket reserve the right to modify this privacy policy at any time, so please review it frequently. If we make material changes to this policy, we will notify you here or by means of a notice on our homepage so that you are aware of what information we collect.

We are committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of personal information is protected and maintained.

**Grievances:** If you have any grievances as to the usage of any of your personal information or any other privacy concerns, you can contact the Grievance Officer whose details are provided herein under, who will redress any such grievance that you might have within a period of **30 (Thirty) days**.

**Name:** [*Mention appropriate details*]

**Phone No:** [*Mention appropriate details*]

**E-mail Address:** [*Mention appropriate details*]

**Postal Address:** [*Mention appropriate details*]

## REFUND AND CANCELLATION POLICY

1. You may cancel your account at anytime by emailing support@kartrocket.com
2. Once your account is cancelled all of your Content will be immediately deleted from the Service. Since deletion of all data is final please be sure that you do in fact want to cancel your account before doing so.
3. If you cancel the Service in the middle of the month, you will receive one final invoice via email. Once that invoice has been paid you will not be charged again.
4. We reserve the right to modify or terminate the KartRocket service for any reason, without notice at any time.
5. Fraud: Without limiting any other remedies, KartRocket may suspend or terminate your account if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the Site.

Note: no refunds are offered, even if a plan is canceled mid-month.

## DISCLAIMER

HIS DISCLAIMER WILL BE APPLICABLE TO ANY PERSON VISITING OR ACCESSING KARTROCKET.COM.COM'S WEBSITE OR ANY BENEFIT ACCEPTING THIS AGREEMENT RELATED TO THE SERVICES PROVIDED HEREIN. KARTROCKET.COM.COM DOES NOT HAVE ANY METHOD TO ASSESS OR VERIFY THE VERACITY OF BENEFIT OR THIRD PARTY SERVICES OR ANY PRODUCT PURCHASED THROUGH BENEFIT ONLINE STORES HOSTED BY KARTROCKET.COM. THIS SITE IS PROVIDED BY KARTROCKET.COM.COM ON "AS IS" AND "AS AVAILABLE" BASIS. KARTROCKET.COM.COM MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT, MATERIALS, SERVICES OR PRODUCTS INCLUDED ON THIS SITE, OR THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OR OPERATE WITHOUT ERROR; THAT THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THE SITE WILL BE AS REPRESENTED BY SELLERS, AVAILABLE FOR SALE AT THE TIME OF PURCHASE, LAWFUL TO SELL, OR THAT SELLERS OR BUYERS WILL PERFORM AS PROMISED;

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