

## **Terms and Conditions of using pickndelivere.com Web Portal**

Welcome to pickndelivere.com. www.pickndelivere.com web portal is an exclusive platform for customers who want to deliver their legal stuffs in **Surat Jurisdiction**. By accessing and using the Pick n Delivere, you agree to these Conditions of Use and acknowledge that they are fair consideration in light of the subscription and/or access to and use of the Pick n Delivere. Please read them carefully. If you register as a customer or user on the Pick n Delivere, you hereby agree that you are authorised to do so.

### **1. DEFINITIONS:**

- “Confidential Information” shall mean the Materials (defined in this section) and any other information disclosed to you in the Pick n Delivere that is not publicly known, already known prior to acceptance of these Conditions of Use, obtained from a third party without violation of a pre-existing contractual/legal obligation, or independently developed without use of Confidential Information.
- “Intellectual Property” refers to any and all patents, copyrights, copyright registrations, proprietary models and design registrations, know-how, ideas, trademarks, service marks, trade names, business names, domain names, trade dress, trade secrets, source code, object code, test results, proprietary techniques, regulatory filing, or other similar information (whether or not patentable and whether in tangible or intangible form), and any other industrial or proprietary right, and any rights to any of the foregoing, and any documentation relating thereto, whether or not registered as of the acceptance of these Conditions of Use or at any time.
- “Materials” refers to written and graphical content, including, but not limited to, underlying software, provided by or through the Pick n Delivere, including, without limitation, text, photographs, illustrations, and designs.
- “Legal Stuff” refers only such items which are not prohibited by any existing laws of India & Gujarat to transfer or move or deliver within the applicable jurisdiction.
- “Surat Jurisdiction” refers only the limitation of delivery area of legal stuffs which is mentioned in the map.

- “Breakable Stuff” refers any such item which is made by any such material which is easy to break or need special caution to handle it.
- “No Acceptable Stuffs’ includes Cash, Currency Notes, Money Order, Credit Cards, Stamp Papers, Any Kind of Jewellery, Precious Stones and Metals, Living Creature and any such which are prohibited by laws etc.

## **2. PAYMENTS POLICY**

The Pick n Delivere offers its services through delivery fees from customers which is according to the pickup and delivery area within the jurisdiction. If you or your company has registered for as a customer, your payment is due immediately once you accept to pay delivery charges. You acknowledge that this charge is non-refundable and non-cancelable upon once you confirmed it to pay.

## **3. ACCOUNT ADMINISTRATORS**

Organizations registering for the Pick n Delivere will be able to designate certain account administrators. These account administrators will be able to change certain account settings for all users associated with the organization. Account administrators also have the ability to upgrade their customer’s subscription service.

## **4. PRIVACY POLICY**

We take the privacy of your information very seriously. You acknowledge and agree (on your own behalf and duly authorized on behalf of any third party whose details you supply) that the processing (including disclosure) of personal information is necessary or desirable for the provision of relevant services and the operation of the Pick n Delivere’s performance of its rights and obligations owed to you or a third party.

### **➤ YOUR PERSONAL INFORMATION:**

The information we learn from customers helps us personalize and continually improve your experience. Here are the types of information we gather.

➤ **INFORMATION PROVIDED BY YOU:**

We receive and store any information you enter on our Web site or give us in any other way. This information includes your name, company name, title in your company, contact information, credit card information and bank details. You can choose not to provide certain information, but then you might not be able to take advantage of many of our features. We use the information that you provide for such purposes as responding to your requests, customizing your experience, improving the Pick n Delivere and communicating with you.

➤ **SOME AUTOMATIC INFORMATION STORING SYSTEM:**

We receive and store certain types of information whenever you interact with us. For example, like many Web sites, we use “cookies,” and we obtain certain types of information when your Web browser accesses the Pick n Delivere or advertisements and other content served by or on behalf of the Pick n Delivere on other Web sites. For further information, please go through with “Cookies Policy” below.

➤ **COOKIES POLICY**

Cookies are unique identifiers that we transfer to your device to enable our systems to recognize your device and to provide features, personalized advertisements on other Web sites, and storage of certain information between visits. The help feature on most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. Additionally, you can disable or delete similar data used by browser add-ons, such as Flash cookies, by changing the add-on’s settings or visiting the Web site of its manufacturer. Because cookies allow you to take advantage of some the Pick n Delivere’s essential features, we recommend that you leave them turned on.

➤ **FOR OUR MARKETING PURPOSE:**

We may also use your information to provide you with information relating to Pick n Delivere events. We may contact you by any means of communication for which you have given us contact details, including e-mail, telephone, and post. However, you may choose not to receive such information by updating your account settings.

➤ **E-MAIL COMMUNICATIONS:**

To help us make e-mails more useful and interesting, we often receive a confirmation when you open e-mail from us if your computer supports such capabilities.

➤ **INFORMATION FROM OTHER SOURCES:**

We may receive or gather information about you from other sources and add it to our account information. We may also use information you have provided to Pick n Delivere during its events and upload that to your company page, however, you will have the ability to edit or delete this information at your discretion.

➤ **USE YOUR INFORMATION BY OTHER CUSTOMERS:**

By rendering our services through our website, publishing information on your user profile and interacting with other users, you will be sharing information with individuals and businesses that we do not control. These individuals or businesses may use such information as they see fit, including making such information public. Accordingly, please be conscious about what information you share with third parties (including confidential or business sensitive information).

**5. RISK OF LOSS; RETURNS, REFUNDS, TITLE AND PRODUCT DESCRIPTIONS POLICY**

The Pick n Delivere web portal only provides its service to deliver the things from one user to other user according to the customer's request. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any of these businesses or individuals or the content of their Web sites. We do not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. You should carefully review their privacy statements and other conditions of use.

In particular, we do not warrant and we take no responsibility for risk of loss, returns, refunds, title and product descriptions. All contractual arrangements are between you and us on the basis of the lawful discloser. We also take no responsibility for the legitimacy of a (Delivery Giver) or (Delivery Taker). You shall perform any due diligence on your potential business partner and assume the risk and liabilities associated with any arrangement. We also strongly recommend that, do not sand any Breakable Stuffs in the parcel, we are not liable for any kind of damage. If you need to sand such breakable stuffs, just follow our guideline for the same.

**6. LINKING TO THIRD-PARTY WEBSITES THROUGH OUR WEB PORTAL POLICY**

We are not responsible for the privacy policies and practices of other sites, even if you access those using links from the Pick n Delivere. We strongly recommend that you check

the policy of each site you visit, and contact its owner or operator if you have any concerns or questions. In addition, if you linked to the Pick n Delivere from a third-party site, we are not responsible for the privacy policies and practices of the owners or operators of that third-party site. We strongly recommend that you check the policy of that third-party site and contact its owner or operator if you have any concerns or questions.

## **7. AUTOMATICALLY INFORMATION COLLECTION POLICY**

When you visit the Pick n Delivere, our server automatically records your IP address. This IP address may be linked to any of your personal information. We use IP addresses to help us administer the site and to collect demographic information for marketing and aggregation purposes. We may also gather other non-personal information (from which we cannot identify you), such as the type of your Internet browser, which we use to provide you with a more effective service.

## **8. INTERNET-BASED ADVERTISEMENTS POLICY**

We display interest-based advertising using information you make available to us when you interact with our sites, content, or services. Interest-based ads, also sometimes referred to as personalized or targeted ads, are displayed to you based on information from activities such as researching products, conducting transactions, interacting with our tools and visiting sites with our content. Our cookies enable us to learn about what ads you see, what ads you click, and other actions you take on our sites and other sites. This allows us to provide you with more useful and relevant ads. We do not provide any personal information to advertisers or to third party sites that display our interest-based ads. However, advertisers and other third-parties (including the ad networks, ad-serving companies, and other service providers they may use) may assume that users who interact with or click on a personalized ad or content are part of the group that the ad or content is directed towards. Also, some third-parties may provide us information about you (such as the sites where you have been shown ads or demographic information) from offline and online sources that we may use to provide you more relevant and useful advertising.

## **9. ELECTRONIC COMMUNICATIONS POLICY**

When you use the Pick n Delivere, or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## **10. ACCOUNT SAFETY POLICY**

If you use the Pick n Delivere, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you are under 18, you may use the Pick n Delivere only with involvement of a parent or guardian. We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion. You agree that your login information (e.g., account and password) is unique to an individual and shall only be used by that individual. Login information should not be shared between individuals, even if they are part of the same organization. Each user shall have and use their own login information.

## **11. INTELLECTUAL PROPERTY RIGHTS POLICY**

It is expressly agreed and clarified that, except as specified agreed in this Terms & Conditions, each user shall retain all right, title and interest in their respective trademarks and logos and that nothing contained in this Terms & Conditions, nor the use of the trademark / logos on the publicity, advertising, promotional or other material in relation to the Services shall be construed as giving to any vendor any right, title or interest of any nature whatsoever to any of the other user's trademarks and / or logos.

## **12. ARBITRATION**

Any dispute arising out of or related to or connected with any provisions under this Agreement shall be referred to the arbitration of a single arbitrator to be appointed jointly by the parties. The arbitration shall be conducted in Surat in accordance with the Arbitration and Conciliation Act of 1996 or any modification or re-enactment for the time being in force. The award of the arbitrator or arbitrators as the case may be shall be final and binding on the parties.

## **13. JURISDICTION**

The obligations, performance, interpretation and contents shall be governed by Indian laws. Subject to the provisions of negotiation and arbitration each Party irrevocably and unconditionally submits to the jurisdiction of Courts at Surat only.

## **14. DISCLAIMER**

You acknowledge that you are receiving access and use to the Pick n Delivere web portal, and in consideration of such access and use, you agree to these conditions of use and specifically this disclaimer. All the information, contents, materials, products and other services included on or otherwise made available to you through the Pick n Delivere web portal are provided by us on an “as is” and “as available” basis, unless otherwise specified in writing. We make no representation or warranty of any kind, express or implied, as to the operation of the Pick n Delivere web portal, or the information, content, materials, products or other services included on or otherwise made available to you through the Pick n Delivere web portal, unless otherwise specified in writing. You expressly agree that your use of the Pick n Delivere web portal is at your sole risk. To the full extent permissible by applicable law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the information, content, materials, products or other services included on or otherwise made available to you through the Pick n Delivere web portal, our servers or electronic communications sent from us are free of viruses or other harmful components.