

Terms and Conditions of Service

Effective Date: 1st August 2024

Please read these Terms carefully before using this website. By continuing to use this website, you acknowledge that you have read and accept these Terms. If you do not accept these Terms, you cannot use this website. All sections of these Terms apply to all users unless otherwise stated.

❖ T & C 1: Introduction

The website <https://reyaanshmedicalpublishers.com/> (the "Website") is operated and/or owned by Reyaansh Medical Publishers (Pty) Ltd. These Terms are between To Reyaansh Medical Publishers (Pty) Ltd and the User. References to "Reyaansh Medical Publishers", "we", "our", or "us" include our employees, officers, directors, representatives, agents, shareholders, affiliates, subsidiaries, holding companies, related entities, advisers, subcontractors, service providers, and suppliers.

These Terms, including any incorporated documents such as the Privacy Policy (collectively, "Terms"), apply to anyone who uses any Services, accesses, views, or downloads information from the Website ("User", "you", or "your").

By accessing and/or using the Website after the Effective Date, you agree to these Terms and represent that you have the authority to bind any entity you represent. You also confirm that you are a Competent Person as defined in the Protection of Personal Information Act, of Indian Constitution.

We may modify these Terms with prospective effect without any prior notice **(i.e. Prices are subject to change without any prior notice)**.

Continued use of the Website after such changes signifies your acceptance of the updated Terms. If you do not agree with the updated Terms, you must refuse them and stop using the Website.

❖ T & C 2: Terminology

"Browser" refers to any person visiting any page of the Website without using the Services.

"Business Days" means days that are not Saturday, Sunday, or public holidays in India during working hours.

“Cart” refers to the User’s virtual shopping cart on the Website where intended purchases are stored before payment.

“Goods” refers to the products and/or services available for purchase on the Website, including gift items for any occasion.

“Personal Information” means the information required from the User to register for Services.

“Registration Process” is the process required for a Browser to register and become a User to access the Services.

“Services” refers to the services provided by Reyaansh Medical Publishers Pvt. Ltd.

“Terms” refers to these Terms of Service along with the Privacy Policy.

“User” refers to a Browser who completes the Registration Process to use the Services.

Terms and terminology in singular or plural, capitalized or not, and gender-specific are interchangeable and refer to the same.

❖ **T & C 3: Your Agreement to These Terms**

By accepting these Terms, you are granted a limited, revocable, non-transferable license to access and use the Website according to its policies and agreements.

❖ **T & C 4: Description of Our Services**

The Website allows you to browse and purchase Goods (Books).

❖ **T & C 5: Registration Process**

Only registered Users can order and purchase Goods through the Website.

To register as a User, you must complete the Registration Process, which involves providing login details and Personal Information as outlined in our Privacy Policy.

The handling of your Personal Information is detailed in our Privacy Policy.

If you suspect that your login details are being used by someone else, contact us immediately at care@reyaanshmedicalpublishers.com or reyaanshmedicalpublishers@gmail.com or contact to company's contact details mentioned at website

❖ **T & C 6: Purchase of Goods**

Selected Goods and their prices will be shown in your Cart, with the total amount including GST or VAT (if applicable).

Delivery costs will also be included in the Cart total.

❖ **T & C 7: Payment**

Payment can be made via: Credit Card, Debit card or UPI – Additional information may be required for authorization. We may withhold delivery until authorization is received. You must ensure your credit card has sufficient funds and that you are authorized to use it. Electronic Funds Transfer (EFT) or Bank Transfer.

Goods will be delivered only after payment is received in our account.

❖ **T & C 8: Delivery of Goods**

Goods will be delivered by a courier selected by us or through Indian Post to the address provided during checkout. Delivery is typically on Business Days, depending on the courier. Any extra charges for delivery or returns, such as customs fees for international orders, are the User's responsibility.

Alternatively, Goods will be available for collection by the User for two weeks after the order date from our channel partner's outlet.

We will make reasonable efforts to deliver Goods promptly but are not liable for delays. No legal will be entertain in such cases.

Our obligation is fulfilled upon delivery or collection of the Goods. We are not responsible for loss or unauthorized use of Goods after delivery.

❖ **T & C 9: User Warranties**

You warrant that the Personal Information you provide is accurate and will be updated as needed.

When registering on the Website, you warrant that you are not impersonating anyone and are not violating any laws related to personal or identification information.

You agree that once the correct login details are entered, you are responsible for any purchases made, whether authorized or not.

❖ T & C 10: No Warranties and guranties by Reyaansh Medical Publishers Pvt. Ltd.

We do not guarantee that the Website or Services will: Meet your needs; Be available at all times; Be accurate, complete, or up-to-date; Be free from viruses or any hackers or any kind of online fraud.

Except for express terms, we make no representation about the extent or content of Services available on the Website.

The Services are provided "as is" without any other warranties, including but not limited to implied warranties of merchantability, title, fitness for a particular purpose, or non-infringement.

We do not warrant that the Website will be uninterrupted or error-free, nor that we will review information for accuracy.

We are not liable for delays or issues caused by internet or communication problems outside our control. Statutory rights may apply, but their duration will be limited as permitted by law.

❖ T & C 11: Unauthorized Use of the Website or Email Addresses

Users are prohibited from using the Website for any illegal or objectionable purposes.

Besides providing Personal Information during registration, Users may add reviews or comments about purchased Goods.

We reserve the right to remove any review that is false, inflammatory, or defamatory.

Users must not send spam or use mass-email techniques to contact us.

Users must not introduce harmful software such as viruses or malicious code via email.

Users cannot sell, redistribute, or use the information on the Website for commercial purposes without our prior written consent.

Users may not remove or alter copyright notices or any identifiers, including watermarks, on the Website or in our emails.

Users are responsible for complying with all applicable laws, rules, and regulations in their use of the Website and Services according to the Indian Law.

❖ **T & C 12: Links to Other Websites**

The Website may contain links to third-party websites. We are not responsible for and accept no liability for any issues arising from a User's access to or use of these third-party sites.

❖ **T & C 13: Limitation of Liability and Indemnity**

The use of the Website is at the User's own risk.

We are not liable for any issues related to the Website's use or conduct, including other users' conduct.

We do not guarantee that files downloaded from the Website or received via email will be free of viruses or other harmful elements. Users must protect themselves from such issues.

Users indemnify us against any claims, losses, damages, costs, or expenses resulting from improper use of the Website, including breaches of these Terms or applicable laws.

We exclude all implied warranties to the fullest extent permitted by law.

Where the law does not allow the exclusion of liability, our no liability in such cases.

We will not be liable for any indirect, punitive, or consequential damages, including loss of income or data, resulting from interruptions to the Services.

❖ **T & C 14: Copyright**

The Website and its contents are the property of Reyaansh Medical Publishers Pvt. Ltd. and are protected by Indian and international copyright laws. This includes the arrangement and compilation of content.

Content may not be copied, reproduced, or distributed without our prior written consent, except as allowed under fair use.

Users are prohibited from mirroring any content from the Website on other servers without our permission.

All trademarks and copyrights on the Website are owned by Reyaansh Medical Publishers Pvt. Ltd.

❖ **T & C 15: Intellectual Property**

Users must not attempt to decipher, decompile, or reverse engineer any software or code related to the Website.

We own or are licensed to use all intellectual property on the Website. Users may only use this intellectual property as necessary to use the Website for its intended purpose.

❖ **T & C 16: Breach**

If a Party breaches these Terms and does not remedy the breach within seven days of receiving written notice, the other Party may cancel the Terms and seek damages or demand specific performance of obligations.

❖ **T & C 17: Arbitration**

Disputes must first be resolved informally within 10 to 15 days of being raised in writing.

If informal resolution fails, the Parties will attempt to appoint a mediator within ten days.

If a mediator cannot be appointed or fails to resolve the dispute within thirty days, the matter may be referred to arbitration under the rules of the Indian Law.

Arbitration may be demanded by written notice, and this clause does not prevent seeking interim relief from a court.

❖ **T & C 18: Assignment and Novation**

We may assign or transfer our rights or obligations under these Terms without User consent. Users may not assign or transfer their rights.

❖ **T & C 19: Force Majeure**

A Party's failure to fulfill obligations due to an event of Force Majeure is not considered a breach, provided reasonable measures are taken, and the other Party is informed as soon as possible.

Performance obligations are suspended during Force Majeure, but either Party may cancel Services if the event continues for more than 30 days by giving written notice.

❖ **T & C 20: General**

These Terms are governed by Indian law. Any disputes arising from these Terms will be resolved in Jaipur or Delhi courts with appropriate jurisdiction.

You agree to the non-exclusive jurisdiction of the High Court in Jaipur or Delhi or another suitable Indian court for all disputes related to these Terms, our Services, or any related agreements.

❖ **T & C 21: Severance**

If any term of these Terms is found to be invalid or unenforceable, it will be removed, and the remaining Terms will continue to apply. Failure to enforce any provision or to exercise termination options does not waive our right to enforce the Terms or any part thereof in the future.