

## **Terms and Conditions**

This website (“Website”) is owned and controlled by ShopDonation.in. If you use this Website you agree to the terms and conditions (“Terms and Conditions”) set out below. These Terms and Conditions apply whenever you access the site, regardless of whether it is by telephone, computer or another device.

You may not assign, sub-license or otherwise transfer any of your rights under these Terms and Conditions.

Users must not use this site for any purpose or in any way which is contrary to law.

We may amend all or part of the Terms and Conditions at any time. If we do, the new Terms and Conditions will be published on the Website. Your subsequent or continued use of the Website will constitute your acceptance of any changes.

### **Services and purchases**

By ordering / purchasing a product or service through this Website, you participate in and support a unique charity activity. We act as an affiliate marketing website, which means that we receive a commission for each product / service from a trader who has achieved sales through our website.

Our system automatically transfers 60% of the mentioned commission to charity, and the entire process is transparent and displayed on our website and can be monitored and verified on our website. Our site transfers the mentioned commission to charity only if it really receives a commission. We do not assume any liability in the 100% accuracy of the published purchase information, since cancellation, stopping or delaying in the above transactions can occur. Furthermore, after making the purchase, you do not have any subsequent rights in terms of controlling or managing assets intended for charity.

Please note that we do not own or control webshops and charity projects that are presented on our site, therefore, we take no responsibility for the products, services and activity they provide.

Funds for charity are transferred every 3 months and only if they exceed the amount of ₹2000. If these funds do not reach the amount of ₹2000, they are retained until the expiration of the new 3-month period waiting for the ₹2000 limit to be reached. In the event that the purchase is cancelled, suspended or delayed for any reason, ShopDonation.in will not receive a commission so there will be no transfer to charity.

The charity project may be cancelled by us or by the project itself, and afterwards all obligations that ShopDonation.in have are terminated and all information about the project on this website will be deleted.

### **Intellectual Property**

For the purposes of these Terms and Conditions, "material" means material including, but not limited to text, video, graphics and sound material published on this site, whether Intellectual Property of ShopDonation.in or a third party.

You must not, for any commercial purpose, reproduce any material or information on this site, or transmit or store it in any other application or website, or disseminate any part of it in any other form (unless you obtain our written prior permission to do so).

All intellectual property in relation to material on this site belongs to ShopDonation.in or its licensors, advertisers or affiliates. You obtain no interest in that intellectual property. All material or information on this site is protected by Indian laws and international copyright and other intellectual property laws. You may not do anything which interferes with or breaches those laws or the intellectual property rights in the content.

## **Disclaimers & Limitations**

While we make every effort to ensure that all material or information displayed on the site is accurate and complete, we provide the content for informative purposes and on an 'as is', 'as available' basis only without warranties of any kind either expressed or implied. To the fullest extent permissible pursuant to applicable law, ShopDonation.in disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of satisfactory quality, merchantability or fitness for a particular purpose, compliance with description, or the warranty of non-infringement.

ShopDonation.in will have no responsibility or liability in relation to any loss or damage that you incur, including damage to your software or hardware, arising from your use of or access to this website.

This website may include third party content or information which is subject to that third party's terms and conditions of use. Nothing on this site should be construed as granting any licence or right for you to use that content or information.

This site may include links to third party sites which are not related to ShopDonation.in and in relation to which ShopDonation.in has no control. The appearance of those links on this site does not indicate any relationship between ShopDonation.in and that third party or any endorsement by ShopDonation.in of that third party, its site or the products or services.

The charity projects act for themselves and cannot establish any obligations or responsibilities on behalf of ShopDonation.in.

We shall not be responsible for any breach of these Terms and Conditions caused by circumstances beyond their control.

### **You may not use this Site for any of the following purposes:**

- \* Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, otherwise objectionable material;
- \* Making, transmitting or storing electronic copies of the materials protected by Intellectual Property rights without the permission of the owner.

- \* Transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any relevant laws, regulations or codes of practice;
- \* Gaining unauthorised access to other computer systems;
- \* Interfering with any other persons or organisations use of this Site;
- \* Breaching any laws concerning the use of public telecommunications networks;
- \* Interfering or disrupting networks or web sites connected to this Site;

### **Indemnity**

You agree to fully indemnify and hold us unaccountable for any expenses, costs, loss or damage that ShopDonation.in may suffer or incur as a result of or in connection with your use of, access to or conduct in connection with the website, including any breach by you of the Terms and Conditions.

### **Severability**

If any provision of the Terms and Conditions is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms and Conditions, which shall remain in full force and effect.

### **Applicable law**

These Terms and Conditions shall be construed in accordance with and governed by the laws of the state of the India. You consent to the exclusive jurisdiction of the courts in India to determine any matter or dispute which arises under the Terms and Conditions.

The Site is owned and operated by ShopDonation.in registered in India whose registered office is at Arihant Cottage, Village: Chhanala, PO: Jagatsukh, Manali, Kullu, Himachal Pradesh, India.