

Terms & Conditions of Use

Introduction

Perfectdeal.in Terms of Use

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of www.perfectdeal.in website.

The domain name www.perfectdeal.in (hereinafter referred to as "Website") is owned by Perfect Deal a registered partnership firm under the Partnership Act, 1932 with its registered office at 313, Dhanrajni Complex, Dr. Yagnik Road, Rajkot-360001, Gujarat, India (hereinafter referred to as "perfect Deal").

Your use of the Website and services and tools are governed by the following terms and conditions ("**Terms of Use**") as applicable to the Website including the applicable policies which are incorporated herein by way of reference. If you transact on the Website, You shall be subject to the policies that are applicable to the Website for such transaction. By mere use of the Website, You shall be contracting with Perfect Deal. And these terms and conditions including the policies constitute Your binding obligations, with Perfect Deal..

For the purpose of these Terms of Use, wherever the context so requires "**You**" or "**User**" shall mean any natural or legal person who has agreed to become a buyer on the Website by providing Registration Data while registering on the Website as Registered User using the computer systems. Perfect Deal allows the User to surf the Website or making purchases without registering on the Website. The term "**We**", "**Us**", "**Our**" shall mean Perfect Deal.

When You use any of the services provided by Us through the Website, including but not limited to, (e.g. Product Reviews, Seller Reviews), You will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they shall be deemed to be incorporated into this Terms of Use and shall be considered as part and parcel of this Terms of Use. We reserve the right, at Our sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time without any prior written notice to You. It is Your responsibility to review these Terms of Use periodically for updates / changes. Your continued use of the Website following the posting of changes will mean that You accept and agree to the revisions. As long as You comply with these Terms of Use, We grant You a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website.

ACCESSING, BROWSING OR OTHERWISE USING THE SITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS UNDER THESE TERMS OF USE,

SO PLEASE READ THE TERMS OF USE CAREFULLY BEFORE PROCEEDING. By impliedly or expressly accepting these Terms of Use, You also accept and agree to be bound by perfectdeal.in policies ((including but not limited to Privacy Policy available on /s/privacy policy) as amended from time to time.

1. Products/Services

All products/services and info displayed on Pefectdeal.in constitute an invitation to offer to the customers across India. Your instruction for purchase establishes your offer which shall be subject to the terms and conditions as mentioned below. Pefectdeal.in reserves the right to accept or discard your offer. We will inform you by email as soon as possible to confirm the receipt of your order and email you once again to confirm particulars and process the order. This notification will be sent on the email ID provided by you during the registration process. Our acceptance of your order will only take place upon dispatch of the products you ordered through our website.

2. Membership Eligibility

a. Use of the Site is accessible only to persons who can form legally binding contracts under applicable law. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including un-discharged insolvents etc. are not eligible to use the Site. If you are a minor i.e. under the age of 18 years but at least 13 years of age you may use this Site only under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use. If your age is below that of 18 years your parents or legal guardians can transact on behalf of you if they are registered users. You are prohibited from purchasing any material which is for adult consumption and the sale or purchase of which to/by minors are strictly prohibited.

b. Pefectdeal.in holds the right to dismiss your membership and refuse to provide you with access to the Site if Pefectdeal.in determines that you are below the age of 18 years. The Site is not available to persons whose membership has been adjourned or terminated by Pefectdeal.in for any reason whatsoever. If you are registering as a business unit, you signify that you have the authority to bind the unit to this User Agreement. Unless otherwise specified, the materials on this website are directed solely at those who use this website from India. Pefectdeal.in makes no representation that any products or services mentioned to in the materials on this website are suitable for use, or available outside India. Those who choose to access this Site from outside India are responsible for compliance with local laws if and to the extent local laws are applicable. Pefectdeal.in will deliver the products only within India and will not be liable for any claims relating to any products ordered from outside India.

c. Except where additional terms and conditions are provided which are product specific, these terms and conditions overtake all previous representations, agreements or understandings and shall overcome notwithstanding any change with any other terms of any order submitted. By using the services of Pefectdeal.in you agree to be bound by the Terms and Conditions.

3. Account and Registration Obligations

Your Info is based as any information you provide to Pefectdeal.in in the registration, buying or listing procedure, in the feedback area or through any email feature. Pefectdeal.in will protect your Info in accordance with our Privacy Policy you use the Site, you are responsible for maintaining the confidentiality of your account and password and for limiting access to

your computer, and you agree to accept accountability for all activities that happen under your account or password. Pefectdeal.in shall not be liable to any person for any loss or damage which may arise as a consequence of any failure by you to protect your password or account. If you know or suspect that someone else knows your password you should notify us by contacting us instantaneously through the address provided underneath our website. If Pefectdeal.in has reason to believe that there is likely to be a breach of security or misuse of the Pefectdeal.in Site, we may require you to change your password or we may suspend your account without any liability to Pefectdeal.in.

You also agree to:

1. Provide correct, precise, present and complete information about yourself in registration form and on website.
2. Sustain and punctually update the registration data to keep it true, precise, present and complete. If you provide any information that is untrue, imprecise, imperfect, or not current or if Pefectdeal.in has reasonable grounds to suspect that such information is false, inaccurate, not present or not in accordance with the User Agreement, Pefectdeal.in has the right to forever suspend or terminate your membership and refuse to provide you with access to the site.

4. Pricing Information

While Pefectdeal.in endeavors to deliver accurate product and pricing information, pricing or typographical errors may occur. Pefectdeal.in cannot confirm the price of a product until after you order. In the event that a product is listed at an incorrect price or with incorrect information due to an mistake in pricing or product information, Pefectdeal.in shall have the right, at our sole discretion, to refuse or cancel any orders placed for that product, unless the product has already been dispatched. In the event that an item is wrongly priced, Pefectdeal.in may, at its discretion, either contact you for instructions or cancel your order and notify you of such cancellation. Unless the product ordered by you has been dispatched, your offer will not be believed accepted and Pefectdeal.in will have the right to modify the price of the product and contact you for further instructions using the e-mail address mentioned by you during the time of registration, or cancel the order and notify you of such cancellation. In the event that Pefectdeal.in accepts your order the same shall be debited to your credit card account and duly notified to you by email that the payment has been processed. The payment may be processed prior to Pefectdeal.in dispatch of the product that you have ordered. If we have to cancel the order after we have processed the payment, the said amount will be reversed back to your credit card account.

We endeavor to provide you with the best prices possible on Pefectdeal.in. However, sometimes a price online does not match the price in other retail stores. In our effort to be the lowest price provider in your particular geographic region, store pricing will sometimes differ from online prices. Prices and availability are subject to change without notice.

5. Cancellation by Pefectdeal.in

- Cancellation by Pefectdeal.in

Please note that there may be certain orders that we are unable to accept and must cancel. We reserve the right, at our sole discretion, to refuse or cancel any order for any reason. Some situations that may result in your order being cancelled include limitations on quantities available for purchase, inaccuracies or errors in product or pricing information, or problems identified by our credit and fraud avoidance department. We may also require additional verifications or information before accepting any order. We will contact you if all or

any portion of your order is cancelled or if additional information is required to accept your order. If your order is cancelled after your payment is received by us, the said amount will be refunded back to you.

- Cancellation requests by the Customer

In case we receive a request for cancellation and the order has not been processed or approved by our team, we shall cancel the order and refund the entire amount. We will not be able to cancel orders that have already been processed and shipped out by our team. Pefectdeal.in has the full right to decide whether an order has been processed or not. The customer agrees not to dispute the decision made by Pefectdeal.in and accept Pefectdeal.in's decision regarding the cancellation.

6. Third Party Products

PLEASE NOTE: Along with the other terms and conditions these additional terms are applicable in case you have bought any products not sold by Pefectdeal.in. In other words these additional terms and conditions are applicable in case you buy products sold on Pefectdeal.in by third party vendors.

You understand and agree that there may be certain products, which will be sold on the Site by third party vendors. Pefectdeal.in may not be able to control the transactions or the acts and omissions of the Vendors in such transactions. When you buy such products from Vendors on the Site the following additional terms and conditions will become applicable:

- Pefectdeal.in is not responsible for any non-performance or breach of any contract entered into between you and the Vendor. Pefectdeal.in cannot and does not guarantee that the Vendors will perform any transaction concluded on the Site.
- Pefectdeal.in does not make any representation or warranty as to the attributes (such as quality, worth, marketability etc.) of the items or services proposed to be sold on the Site by the Vendor. In particular, Pefectdeal.in does not implicitly or explicitly support or endorse the sale of any items or services on the Site. Pefectdeal.in accepts no liability for any errors or omissions, whether on behalf of itself or third parties.
- You release and indemnify Pefectdeal.in and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of the Vendors on the Site and specifically waive any claims that you may have in this behalf under any applicable law. Notwithstanding its reasonable efforts in that behalf, Pefectdeal.in cannot control the information provided by other Vendors, which is made available on the Site. You may find other Vendor's information to be offensive, harmful, inaccurate, or deceptive. Please use caution, common sense, and practice safe trading when using the Site. Please note that there are also risks of dealing with foreign nationals, underage persons or people acting under false pretense.
- All other terms and conditions of this User Agreement are applicable to such transactions.

7. Credit Card Details

You agree, understand and confirm that the credit card details provided by you for availing of services on Pefectdeal.in will be correct and accurate and you shall not use the credit card which is not lawfully owned by you, i.e. in a credit card transaction, you must use your own credit card. You further agree and undertake to provide the correct and valid credit card details to Pefectdeal.in. Further the said information will not be utilised and shared by Pefectdeal.in with any of the third parties unless required for fraud verifications or by law, regulation or court order. Pefectdeal.in will not be liable for any credit card fraud. The liability for use of a card fraudulently will be on you and the onus to 'prove otherwise' shall be exclusively on you.

a. Fraudulent /Declined Transactions

Pefectdeal.in reserves the right to recover the cost of goods, collection charges and lawyers fees from persons using the Site fraudulently. Pefectdeal.in reserves the right to initiate legal proceedings against such persons for fraudulent use of the Site and any other unlawful acts or acts or omissions in breach of these terms and conditions.

Pefectdeal.in shall not absorb any liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on Account of the Cardholder having exceeded the pre-set limit mutually agreed by us with our payment service providers/ acquiring bank from time to time.

b. Electronic Communications

When you visit the Site or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on the 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.

8. You Agree and Confirm

a. That in the event that a non-delivery occurs on account of a mistake by you (i.e. wrong name or address or any other wrong information) any extra cost incurred by Pefectdeal.in for redelivery shall be claimed from you.

b. That you will use the services provided by Pefectdeal.in, its affiliates, consultants and contracted companies, for lawful purposes only and comply with all applicable laws and regulations while using the Site and transacting on the Site.

c. You will provide authentic and true information in all instances where such information is requested of you. Pefectdeal.in reserves the right to confirm and validate the information and other details provided by you at any point of time. If upon confirmation your details are found not to be true (wholly or partly), Pefectdeal.in has the right in its sole discretion to reject the registration and debar you from using the Services of Pefectdeal.in and / or other affiliated websites without prior intimation whatsoever.

d. That you are accessing the services available on this Site and transacting at your sole risk and are using your best and prudent judgment before entering into any transaction through this Site

e. That the address at which delivery of the product ordered by you is to be made will be correct and proper in all respects.

f. That before placing an order you will check the product description carefully. By placing an order for a product you agree to be bound by the conditions of sale included in the item's description.

9. You may not use the Site for any of the following purposes:

a. Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material.

b. Transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any relevant laws, regulations or code of practice.

c. Gaining unauthorized access to other computer systems.

d. Interfering with any other person's use or enjoyment of the Site.

e. Breaching any applicable laws;

f. Interfering or disrupting networks or web sites connected to the Site.

g. Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.

10. Colors

We have made every effort to display the colors of our products that appear on the Site as accurately as possible. However, as the actual colors you see will depend on your monitor, we cannot guarantee that your monitor's display of any color will be accurate.

The Product pictures are indicative and may not match with actual Products

11. Payments

- Payments can be made by Credit Cards, Debit Cards, Net Banking, Cash or Cheque
- Credit card, Debit Card and Net Banking payment options are instant payment options and recommended to ensure faster processing of your order.

12. Allotment & Shipping

- The products will be allotted to the customers whose payment has been received first
- Items for orders placed together may be shipped separately

13. Modification of Terms & Conditions of Service

Pefectdeal.in may at any time modify the Terms & Conditions of Use of the site without any prior notification to you. In the event the modified Terms & Conditions is not acceptable to you, you should discontinue using the service. However, if you continue to use the service you shall be deemed to have agreed to accept and abide by the modified Terms & Conditions of Use of this site.

14. Governing Law and Jurisdiction

This User Agreement shall be construed in accordance with the applicable laws of India. The Courts at Rajkot, Gujarat shall have exclusive jurisdiction in any proceedings arising out of this agreement.

Any dispute or difference either in interpretation or otherwise, of any terms of this User Agreement between the parties here to, the same shall be referred to an independent arbitrator who will be appointed by Pefectdeal.in and its decision shall be final and binding on the parties hereto. The above arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held in Rajkot, Gujarat. The High Court of judicature at Rajkot, Gujarat alone shall have the jurisdiction and the Laws of India shall apply.

15. Copyright & Trademark

Pefectdeal.in and its suppliers and licensors expressly reserve all intellectual property rights in all text, programs, products, processes, technology, content and other materials, which appear on this Site. Access to this Site does not confer and shall not be considered as conferring upon anyone any license under any of Pefectdeal.in or any third party's intellectual property rights. All rights, including copyright, in this website are owned by or licensed to Pefectdeal.in. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use is

prohibited without the permission of Pefectdeal.in. You may not modify, distribute or re-post anything on this website for any purpose.

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16. Objectionable Material

You understand that by using this Site or any services provided on the Site, you may encounter Content that may be deemed by some to be offensive, indecent, or objectionable, which Content may or may not be identified as such. You agree to use the Site and any service at your sole risk and that to the fullest extent permitted under applicable law, Pefectdeal.in and its affiliates shall have no liability to you for Content that may be deemed offensive, indecent, or objectionable to you.

17. Indemnity

You agree to defend, indemnify and hold harmless Pefectdeal.in, its employees, directors, officers, agents and their successors and assigns from and against any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon your actions or inactions, which may result in any loss or liability to Pefectdeal.in or any third party including but not limited to breach of any warranties, representations or undertakings or in relation to the non-fulfillment of any of your obligations under this User Agreement or arising out of the your violation of any applicable laws, regulations including but not limited to Intellectual Property Rights, payment of

statutory dues and taxes, claim of libel, defamation, violation of rights of privacy or publicity, loss of service by other subscribers and infringement of intellectual property or other rights. This clause shall survive the expiry or termination of this User Agreement.

18. Termination

This User Agreement is effective unless and until terminated by either you or Pefectdeal.in. You may terminate this User Agreement at any time, provided that you discontinue any further use of this Site. Pefectdeal.in may terminate this User Agreement at any time and may do so immediately without notice, and accordingly deny you access to the Site. Such termination will be without any liability to Pefectdeal.in. Upon any termination of the User Agreement by either you or Pefectdeal.in, you must promptly destroy all materials downloaded or otherwise obtained from this Site, as well as all copies of such materials, whether made under the User Agreement or otherwise. Pefectdeal.in's right to any Comments shall survive any termination of this User Agreement. Any such termination of the User Agreement shall not cancel your obligation to pay for the product already ordered from the Site or affect any liability that may have arisen under the User Agreement.

19. Limitation of Liability and Disclaimers

The Site is provided without any warranties or guarantees and in an "As Is" condition. You must bear the risks associated with the use of the Site.

The Site provides content from other Internet sites or resources and while Pefectdeal.in tries to ensure that material included on the Site is correct, reputable and of high quality, it cannot accept responsibility if this is not the case.

Pefectdeal.in will not be responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems you may experience with the Site.

This disclaimer does not apply to any product warranty offered by the manufacturer of the product as specified in the product specifications. This disclaimer constitutes an essential part of this User Agreement.

To the fullest extent permitted under applicable law, Pefectdeal.in or its suppliers shall not be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses arising out of or in connection with the Site, its services or this User Agreement.

Without prejudice to the generality of the section above, the total liability of Pefectdeal.in to you for all liabilities arising out of this User Agreement be it in tort or contract is limited to the value of the product ordered by you.

Pefectdeal.in, its associates and technology partners make no representations or warranties about the accuracy, reliability, completeness, correctness and/or timeliness of any content, information, software, text, graphics, links or communications provided on or through the use of the Site or that the operation of the Site will be error free and/or uninterrupted. Consequently, Pefectdeal.in assumes no liability whatsoever for any monetary or other damage suffered by you on account of the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Site; and/or any interruption or errors in the operation of the Site.

20. Site Security

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for you or logging onto a server or an account which you are not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any other user, host or

network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding," "spamming," "mail bombing" or "crashing;" (d) sending unsolicited email, including promotions and/or advertising of products or services; or (e) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting. Violations of system or network security may result in civil or criminal liability. Pefectdeal.in will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site. You agree, further, not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Site other than the search engine and search agents available from Pefectdeal.in on this Site and other than generally available third party web browsers (e.g., Netscape Navigator, Microsoft Explorer).

21. Entire Agreement

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed to be superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between you and Pefectdeal.in with respect to the Pefectdeal.in sites/services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Pefectdeal.in with respect to the Pefectdeal.in sites/services. Pefectdeal.in's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches.

22.. Merger or Acquisition:

In the event that Perfectdeal.in is acquired by or merged with a third-party entity, we reserve the right, in any of these circumstances, to transfer or assign the information that we have collected from users as part of such merger, acquisition, sale, or other change of control.

Exchange

If you are not satisfied with the Clothing and Footwear item delivered, you can request an exchange in a different size or color. All this again, no extra cost to you. Be sure to check the Seller's Return Policy when buying or before initiating a return for exchange.

Exchange is subject to availability of stock with the Seller. If the product is out of stock, you will receive a full refund, no questions asked.

Standard Shipping Policy

Pefectdeal.in has given its best to make its shipping and handling prices and policies as fair as possible, so you can benefit from our competitive pricing, plus the convenience of delivery to your door. **Our Free shipping offer is available on select products and does not apply to all.**

Shipment will be delivered by courier.

If you ordered two or more items, you may receive them in multiple boxes on different days, due to varying availability and shipping locations. We don't charge extra shipping for split shipments.

We do our best to ensure that shipping is correctly calculated before you purchase. However, at times it may not be possible to do so accurately. We reserve the right to notify you after you've purchased an item of any additional shipping or handling charges necessary to deliver your order. If notified of any additional charges, you have the right to modify or cancel your order for a full refund.

Estimated Shipment Times

Shipment times depend on the items available. Once you placed your order we will send the conformation message. After that once the order is ready to be shipped you will get the message that your item is dispatched and will be delivered in approximate time as per shown in website.

Where can I have my order shipped?

You can have your order shipped in any part of India if you have provided a valid pin code for that city/area.

Shipping & Order Confirmations

Shortly after placing your order, you'll receive an email confirming that we've received your order. You'll receive a second email when your order has shipped. Please save these email invoices for your records.

Shipping Rates

Pefectdeal.in offers free shipping for a single order of INR 1500 or more. Free shipping will not be free for a particular product if its weight is more than 2 KG. The shipping charges will be mentioned in the product details which can be viewed by all the customers while browsing the products.

*Free Shipping offers are valid for a limited time and subject to change.

Shipping Backorders

Occasionally, we must backorder or source inventory from multiple warehouses. This means that different parts of your order can come from various locations around the country.

If you order more than one item, we'll try our best to send available items together. If only some of the items in your order are available at a single location, we reserve the right to ship you multiple packages from multiple warehouses. If we break your order into multiple packages, you will NOT incur any additional freight charges.

In the unlikely event we're unable to ship your order complete, we reserve the right to ship the stock we have and backorder the items we're unable to ship. You'll be notified via email of the estimated delivery date for your backordered items, and you will NOT be charged additional freight charges for backordered items