

VCANDCOMPANY
TERMS & CONDITIONS

We respect the faith you have on us. That's why we insist upon the highest secure transactions and customer information privacy. Our privacy policy outlines exactly how we handle your account information and the steps we take to ensure your privacy. If object to your information being transferred or used, please don't use our website.

Inscription: Our privacy policy changes at any time without notice. To make sure you are aware of any changes, please review this policy constantly.

1. Your Account

If you use the website, you are responsible of your account and password and for restricting access to your computer to prevent unauthorized access to your account. When you use our website, we gather and save your personal information which is provided by you from time to time. We do provide you secure, structured, flexible and customized experience. Kindly confirm that the details you provide us are correct and complete. Inform us immediately of any changes to the information that you provided when registering.

We automatically track certain information about you based upon your behavior on our website. This allows us to provide services and features that most likely meet your needs and to customize our website to make experience safer and easier. More importantly, while doing so we collect personal information from you that we consider necessary for achieving this purpose.

You have to keep your account and registration details current and correct for the communications related to your purchases from the site. By agreeing to terms and condition the shopper agrees to receive promotional communications and newsletters upon registration.

We use data collection devices such as 'cookies' on certain pages of the website to help analyze our web page flow, measure promotional effectiveness, and promote trust and safety. Cookies help us provide information that is targeted to your interests. Cookies are useful enabling the browser to remember information specific to a given user. We place both permanent and temporary cookies in your computer's hard drive. The cookies do not contain any of your personally identifiable information.

You as a customer can cancel your order anytime upto the cutoff time of the slot for which you have placed an order by calling our customer service. In such case he will refund any payments already made by you for the order. If we suspect any fraudulent transactions by any customer or any transaction which defies the terms and conditions of using the website we at sole directions could cancel such orders.

Conditions of sale (Seller and consumer)

1. Modification of agreement

We may modify any of the terms and conditions at any time mentioned in this agreement. We will post the new agreement on this website within a month the new modified terms.

2. Safety security and health

Our website has security measures in place to protect the loss misuse and alteration of the information is in our possession we adhere to strict security guidelines, protecting it against unauthorized access.

3. Communication

You agree to understand and acknowledge that the website is an online platform that enables you to purchase products listed on the website at the prize indicated therein at any time from any location.

We may communicate with you by e-mail, sms, phone call or by posting notices on the website or by any other mode of communications. The contract of a sale of products on the website shall be a strictly bipartite contract between you and the sellers on **shopyourcart.in / shopyourcart (app)**

4. Disclaimer

Shopyourcart.in / shopyourcart (app) you acknowledge and undertake that you are accessing the services on the website and transacting at your own risk and are using your best and prudent judgment before entering into any transactions through the website. We do not warrant that the functions contained in the material contained in this site will be uninterrupted or error free, that defects will be corrected, or that this site or the server that makes it available free of viruses and in represents the quality, suitability, accuracy, reliability, completeness, timelines, performance, safety, merchantability, fitness for a particular purpose or legality of the products listed or transacted or the content on the website.

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 superseded by a valid, enforceable provisions and to remainder of the agreement shall continue in effect.

5. Children

Use of **shopyourcart.in / shopyourcart (app)** available only to persons who can form a legally binding contract under the Indians contract act, 1872. If you are a minor i.e under age of 18 years, you may purchase only with the involvement of a parent or guardian.

6. Advertisement on shopyourcart / shopyourcart (app) we use third party advertising companies to serve ads when you visit our website. These companies may use information (not including your name, address, email address, or telephone number) about your visits to this and other website in order to provide advertisement about good and services of interest to you

7. Losses

We are not responsible for any business loss (including loss of profit, revenue, contracts, anticipated savings, data, good will or wasted expenditure) or any other indirect or consequential loss that is not responsibly foreseeable to both you and us when you commenced using the website.

8. Tax and Returns

You shall be responsible for payment of all fees /cost/ charges associated with the purchase of products from us and you agree to bear any and all applicable taxes including but not limited to VAT/CST, service tax , duties and cesses etc.

PRIVACY POLICY

VCAndCompany respects your privacy and is committed to protecting your personal data. The below mentioned privacy policy will inform you as to how we use your personal data as and when you visit our website and also tells you about your privacy rights and how the law can protect you.

It is important that you read this privacy notice together with any other privacy notice or fair processing notice we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This privacy notice supplements the other notices and is not intended to override them.

A. Data we collect:

Personal data, or personal information, means any information about an individual from which that person can be identified.

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together follows:

- **Identity Data** includes first name, last name, username or similar identifier, marital status, title, date of birth and gender.

- **Contact Data** includes billing address, delivery address and email address.
- **Financial Data** includes bank account and payment card details.
- **Transaction Data** includes details about payments from you to retailers featured on our Site from time to time and other details of products and services you have purchased from such retailers via our Site.
- **Technical Data** includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access this Site.
- **Profile Data** includes your username and password, purchases or orders made by you, your interests, preferences, feedback, and survey responses.
- **Usage Data** includes information about how you use our Site, products and services.
- **Marketing and Communications Data** includes your preferences in receiving marketing from us and our third parties and your communication preferences.

We may also collect, use, and share **Aggregated Data** such as statistical or demographic data for any purpose.

Where we need to collect personal data by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you.

B. How is your personal data collected:

Direct interactions. You may give us your Identity, Contact, Transaction or Financial Data by filling in forms or by corresponding with us by post, email or otherwise. This includes personal data you provide when you:

- create an account on our Site.
- submit a claim or enquiry about a transaction via our Site.
- enter a competition, promotion or survey.
- give us some feedback.

Automated technologies or interactions. As you interact with our Site, we may automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, server logs and other similar technologies. We may also receive Technical Data about you if you visit other Sites employing our cookies. Please see our [Cookie Policy](#) for further details. As you navigate our Site, we may collect Usage Data, Profile Data and Marketing and Communications Data as specified by you from time to time.

C. How we use your personal data:

Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract, we are about to enter or have entered into with you.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.

Legitimate Interest means the interest of our business in conducting and managing our business to enable us to give you the best service and the best and most secure experience on our Site.

Performance of Contract means processing your data where it is necessary for the performance of a contract to which you are a party.

Marketing: We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising. Within your account you can view and make certain decisions about your personal data use in relation to marketing emails.

Promotional Offers: We may use your Identity, Contact, Technical, Usage and Profile Data to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you (we call this marketing).

You will receive marketing communications from us if you have signed up to our Site and you have not opted out of receiving marketing emails.

Third Party Marketing: We will never sell your personal data to any company outside the Top Online Partners Group Limited group of companies for marketing purposes. As referred to above, we may share your Contact or Identity Data with certain third parties e.g. sub-processors to facilitate the delivery of marketing emails to you and social media publishers, to ensure our marketing is targeted.

Opting out: You can ask us to stop sending you marketing emails at any time by logging into your account on the Site and checking or unchecking relevant boxes to adjust your marketing preferences or by following the opt-out links on any marketing email sent to you.

Cookies: You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this Site will become inaccessible or not function properly resulting in your cashback not tracking.

D. Disclosures of your personal data:

We may have to share your personal data with the parties set out below purposes:

- External Third Parties as set out in the Glossary.
- Third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy notice.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

E. Data Security:

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used, or accessed in an unauthorized way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

F: Know your Legal Rights:

Under certain circumstances, you have rights under data protection laws in relation to your personal data.

You have the right to:

Request access to your personal data (commonly known as a “data subject access request”). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.

Request correction of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.

Request erasure of your personal data. This enables you to ask us to delete or remove personal

data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

Request restriction of processing of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

Request the transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

Withdraw consent at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

G. User's Liability

By using the website, you confirm that the information provided by you is true, correct, and complete to the best of my knowledge and belief. You understand that you will be solely responsible in the event of any inaccuracy or deviation at a later stage.

You agree to comply with all applicable laws in connection with the use of the website and such further limitations as may be set forth in any written or on-screen notice from us.

Use of the website is applicable only to persons who can form a legally binding contract under the Indian Contract Act 1872. If we become aware of the fact that a customer, under the age of 18 has registered or is using our website, we are entitled to remove their account from our system and cancel any order placed by them.

RETURN POLICY

All products listed on our website can be returned subject to the following conditions:

Product Condition: A product cannot be returned unless it is a defective, broken, faulty, leaking or not of satisfactory quality. Products should be returned in the original condition user had received them. Please understand that we cannot accept returns under the following instances:

- (i) Returns will not be entertained on altered, damaged, used products
- (ii) Damages due to mishandling of product.
- (iii) products with tampered or missing labels
- (iv) any product that is returned without all original packaging and accessories, including the box, manufacturer's packaging if any, original invoice, and all other items originally included with the product(s) delivered.

Product Accessories / Freebies / Bundles & Combos: All the product accessories available with the product and / or all the freebies associated with the product and / or other products associated as "bundles" or "combos" with the product should also be returned so as to enable us to initiate the return process.

Beauty and Hygiene products are non-returnable due to personal hygiene aspect of the product. However, in case of a damaged item, a full refund or free replacement of the product will be fulfilled.

REFUND/ CANCELLATION POLICY

Once we receive your return, a refund is issued to the original payment method. Refunds will not be processed in cash. For Cash on Delivery orders, refunds will be processed to your bank account.

You can either fully or partially cancel your order for a product at no cost any time before we ship the product from our end. In case of pre-paid orders, a refund of the amount will be generated as soon as we receive a receipt of cancellation.

SHIPPING AND DELIVERY POLICY

We will do our best to deliver your order within your convenient/ chosen time slot. The products will be available for delivery as per allotted slot, within the delivery hours, namely 7:30 AM to 9:00 PM, on all days. You are requested to quote the PIN, at the time of delivery. If you are not available during the scheduled delivery slot to pick the order, the order is deemed cancelled.

A delivery charge will be levied on each order based on the pin code provided by you. However, we may run promotional offers suggesting minimum order required to waive off delivery fee.

In accordance with Information Technology Act 2000 and rules made there under, the name and contact details of the Grievance Officer are provided below:

Contact Us: 080 – 43702535

Address: - #10, Ground Floor,

1st Cross, Byrasandra,

C.V. Raman Nagar Post,

Bangalore: - 560093

Email Id: vccompany2914@gmail.com shopyourcart.business@gmail.com