

## Terms and Conditions

Welcome to Astrospiritualremedies.com, we specialize and offer a variety of services in the following categories:

- Astrology
- Numerology
- Tarot
- Vastu

For more details, please click on the link <http://www.Astrospiritualremedies.com/about-us>

In order to use the Astrospiritualremedies.com ("Site") and Astrospiritualremedies.com service ("Service"), you must register as a member of the Site ("Member") and agree to be bound by these Terms of Use ("Agreement") and follow the instructions in the Registration process.

The Terms and Conditions (T&C) contained herein along with the Privacy Policy and Terms of Use, form a legally binding agreement regulating our relationship with regard to the use of Site by you and any services offered by Rikhav Khimasia ("Rikhav Khimasia") including but not limited to delivery of content via the Site, any mobile or internet connected device or otherwise. By accessing the Site or Service and/or by clicking "I agree", you agree to be bound by these Terms. You hereby represent and warrant to Rikhav Khimasia that you are at least eighteen (18) years of age or above and are capable of entering, performing and adhering to these Terms and that you agree to be bound by the following terms and conditions. You agree to register prior to uploading any content and / or comment and any other use or Services of this site and provide your details including but not limited to complete name, age, email address, residential address, and contact number.

Please read this Agreement carefully. You are advised to regularly check for any amendments or updates to the terms and conditions from time to time. Rikhav Khimasia may add to or change or update these Terms of Use, from time to time entirely at the its own discretion. You are responsible for checking these Terms of Use periodically to remain in compliance with these terms. Your use of Site and any amendment to the Terms of Use shall constitute your acceptance of these terms and you also agree to be bound by any such changes/revisions/amendments.

You accept the Site Terms of Use, Privacy Policy and other Site policies by clicking the "secure login/register" button when registering and logging into the Site; accessing or using Site, Services, applications, and tools provided herein; or as otherwise indicated on a specific site, service, application, or tool from time to time. Some Site Services, applications, and tools may have additional or other terms, agreements, or policies that govern their availability and use. Your use of and access to such sites, Services, applications, and tools are subject to any and all terms, agreements, or policies applicable to them.

Any clause of terms and conditions if deemed invalid, void or for any reason unenforceable shall be deemed severable and shall not affect the validity and enforceability of the remaining clauses of the terms and conditions.

### **Definition(s)**

"Agreement" means the Terms and Conditions (T&C) contained herein along with the Privacy Policy and Terms of Use including other T&C at other portals of Rikhav Khimasia under any brand name. It will also include references to this Agreement as and when amended, notated, supplemented, varied or replaced.

"Site" or "Astrospiritualremedies.com" means the online Astrospiritualremedies platform owned and operated by Rikhav Khimasia, which provides a venue to the users of astrospiritualremedies.com to buy the Services/ products listed / displayed at Astrospiritualremedies.com by the Seller.

"Vendor" / "seller" / "affiliates/Service Provider" shall mean the person or any legal entity who offers for sale, sells, displays, products or offer services viz. Astrology, Numerology, Tarot, Vastu, Remedies etc. on the online platform provided by Astrospiritualremedies.com / website and delivers the ordered products or services to the customers.

"Customer" / "Buyer" shall mean the person or any legal entity who accepts the offer for sale/services on Astrospiritualremedies.com by placing an order for and or purchases any Products/Services offered for sale or take services of Astrology, Numerology, Tarot, Vastu, Remedies etc. on Astrospiritualremedies.com.

"User/You" means and includes you and/or any person or an entity including Vendor/Seller/Service Provider using or accessing the services provided on this Site and any person who access or avail this site of Rikhav Khimasia for the purpose of hosting, publishing, sharing, transacting, displaying or uploading information or views and includes other persons jointly participating in using the Site.

"Product/Services" connotes the goods, services (viz. Astrology, Numerology, Tarot, Vastu, Remedies etc.) promoted / displayed on the Site and offered for any use / sale.

### **Online Purchases**

This Website is only a venue where Users may meet and interact with one another for their sale, purchase and service transactions. Therefore, Rikhav Khimasia acts as a facilitator for such sale, Services and all commercial / contractual terms are offered by and agreed to between buyers and sellers alone. The commercial / contractual terms include without limitation price, shipping costs, date, period, mode of delivery, warranties related to Products/Services including any content and opinion given by the service provider after sales services related to Products and Services, etc., over which the seller/service provider has complete control and the same may be subject to change.

You agree, understand and acknowledge that Astrospiritualremedies.com is an online shopping platform, a venue enabling the users to buy any Product or Services listed on the Site at the price indicated therein at any time from any place. You further agree and acknowledge that the Astrospiritualremedies.com is not involved in any sale, purchase of goods/products and providing Services listed on this Site.

Astrospiritualremedies.com is only a facilitator, an intermediary and is not and cannot be a party to or control in any manner any transactions between the Vendor/Seller/Service Provider and the Customer/Buyer/Customer. Astrospiritualremedies.com shall neither be responsible nor liable to mediate or resolve any disputes or disagreements between the Users and the Vendors.

Rikhav Khimasia shall neither be liable nor responsible for any actions or inactions of Vendors, Sellers and Service Providers any breach of conditions, representations or warranties by the Vendor or manufacturer of the products.

All information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly or privately transmitted / posted, is the sole responsibility of the person from where such content is originated (the Originator). By Posting any material which contain images, photographs, pictures or that are otherwise graphical in whole or in part ("Images"), you warrant and represent that

- You are the copyright owner of such Images, or that the copyright owner of such Images has granted you permission to use such Images or any content and/or images contained in such Images consistent with the manner and purpose of your use and as otherwise permitted by these Terms of Use and the Services,
- You have the rights necessary to grant the licenses and sublicenses described in these Terms of Use, and
- That each person depicted in such Images, if any, has provided consent to the use of the Images as set forth in these Terms of Use, including, by way of limitation, the distribution, public display and reproduction of such Images.

You represent that you have valid rights and title in any and all Content/Images that you submit on the Site, that you have not infringed on any IPR belonging to any party and further that you will indemnify RIKHAV KHIMASIA or his affiliates for all claims arising out of any content /Images that you post on the Site.

RIKHAV KHIMASIA accepts no responsibility for the said Content / Images or any such service provider, However, you understand that all Content / Images posted by you becomes the property of RIKHAV KHIMASIA and you agree to grant/assign to RIKHAV KHIMASIA and its affiliates, a non-exclusive, royalty free, perpetual, irrevocable and sub-licenseable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Content / Images (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed throughout the world"

In addition, you represent and warrant that:

- You have the full power and authority to enter into and perform under these Terms,

- You will comply with all applicable laws in using the Site and in engaging in all other activities arising from, relating to or connected with these Terms, including, without limitation, contacting other users of the Site and

You own or otherwise have all rights necessary to license the material/ content you submit and that the posting and use of your material / content by RIKHAV KHIMASIA will not infringe or violate the rights of any third party, whatsoever.

Rikhav Khimasia does not sell or retail any products and does not ensure that the Users shall perform their obligations in respect of the transaction concluded on this Site and further expressly disclaims any warranties or representations express or implied in respect of quality, safety, merchantability, fitness for a particular purpose, or legality of the products listed and transacted on Astrospiritualremedies.com.

You further agree and undertake 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.

The Site is a channel of communication whereby the Users can reach a larger base to buy and sell items or Services. Astrospiritualremedies.com is only providing a platform for communication and it is agreed that the contract for sale of any of the Products or Services shall be a strictly bipartite contract between the Seller/Service Provider and the Buyer/Customer. At no time shall any right, title or interest over the items vest with Astrospiritualremedies.com nor shall Astrospiritualremedies.com have any obligations or liabilities in respect of such contract. Astrospiritualremedies.com is not responsible for unsatisfactory or delayed performance of Services or damages or delays as a result of items, which are out of stock, back ordered, returned undelivered or otherwise unavailable. All items/Services are offered only for a restricted time and only for the available supply/till stock lasts or availability of service providers.

Astrospiritualremedies.com accepts no liability for any errors or omissions, whether on behalf of itself or third parties.

Astrospiritualremedies.com is not responsible and shall not be responsible for any non-performance or breach of any contract entered into between Users.

All orders or Services request shall be pre-approved with an acceptable method of payment as established by Astrospiritualremedies.com which may call for and require additional verification or information.

The address at which delivery (including email address, if applicable) of the product ordered by you are to be made should be correct and proper in all respects.

After the receipt of payment from the Buyer/Customer, the Vendor/service provider shall arrange for the delivery of the product to the buyer at the shipping address (including email address, if applicable) provided by the Buyer.

Any and all orders placed by you on this Site are a firm commitment to purchase/Services and you are obligated to complete the transaction and not contest it in anyway.

Before placing an order you are advised to check the product description and services deliverable carefully. By placing an order for a product/services you agree to be bound by the conditions of sale/services included in the item's description.

**The agreement between you and Rikhav Khimasia is subject to the following terms and conditions:**

1. The User certifies that he/she is at least 18 (eighteen) years of age.
2. These terms and conditions supersede all previous representations, understandings, or agreements and shall prevail notwithstanding any variance with any other terms of any order submitted or request for Services or your login through other group or related ID.
3. All prices, unless indicated otherwise are in Indian National Rupees.
4. By indicating User's acceptance to purchase any product or service offered on the site, user is obligated to complete such transactions after making payment. Users shall prohibit from indicating its acceptance to purchase or order Products/ Services where it does not intend to complete such transactions.
5. Rikhav Khimasia is neither responsible for any non-performance or breach of any contract entered into between Users nor make any representation or Warranty as to the attributes (such as quality, worth, marketability, etc.) of the products or Services proposed to be sold or offered to be sold by the seller/service provider or purchased by the buyer, on the Website.
6. You are advised to independently verify the bona fides of any particular seller/service provider that you choose to deal with on the Website and use your best judgment in that behalf. Rikhav Khimasia, accepts no liability for any errors or omissions, whether on behalf of itself or its Sellers/service providers or third parties.
7. Pricing on any Product(s)/Services as is reflected on the Website may due to some technical issue, typographical error or product information published by seller/service provider may be incorrectly reflected. Any order placed for a Product/Services that is listed at an incorrect price may be cancelled. This shall be regardless of whether the order/Services has been confirmed and/or payment levied. In the event the payment has been processed, the same shall be credited to your account and duly notified thru e mail.
8. In a credit card transaction, you must use your own credit card. Rikhav Khimasia will not be liable for any credit card fraud. The liability to use a card fraudulently will be on the user and the onus to 'prove otherwise' shall be exclusively on the user. To provide a safe and secure shopping experience, we regularly monitor transactions for fraudulent activity. In the event of detecting any suspicious activity, Rikhav Khimasia reserves the right to cancel all past, pending and future orders without any liability.

9. Rikhav Khimasia is not responsible for non-delivery, unsatisfactory or delayed performance of Services or damages or delays as a result of items which are out of stock, back ordered or otherwise unavailable/not provided. All items are offered only for a restricted time and only for the available supply. It is the sole responsibility of the Vendor to dispatch the Product to the User (depending on the Product or Offer Price) or of the service provider to provide the service as request. Any request for cancellations of orders once duly placed on the site, shall not be entertained.
10. In the event that a non-delivery of Product or Services occurs on account of a mistake by you (i.e. wrong name or address or wrong email address) any extra cost towards re-delivery shall be claimed from you.
11. Shipment/delivery time of order processing starts from the day of receipt of the payment confirmed against the order/service request placed with Rikhav Khimasia. In case of COD (cash on delivery) orders, the expected delivery time shall be calculated from the date of placing the order. The Shipment /Delivery time is an approximate time mentioned by the vendor against each Product/Services. Rikhav Khimasia shall not be liable for any delay / non-delivery of purchased goods by the Vendors/service providers due to any force majeure event including but not limited to flood, fire, wars, acts of God or any event beyond the control of Rikhav Khimasia..
12. Notwithstanding anything contained herein, Rikhav Khimasia acts only as booking agent to facilitate / integrate transactions between the Buyers and Sellers/service provider through various platforms (online web store, print ads, mail order catalogues, SMS etc.) for various Vendors/service providers and shall in no way be responsible for any quality of product, replacement, damages, additional cost, losses, expenses and authenticity/satisfactory Services and/or taxes incurred by Users qua the Products/Services. In no event shall Rikhav Khimasia, astrospiritualremedies.com, its directors, officials, representatives and employees are liable for any damages relating to Products/Services sold through its various platforms including but not limited to Astrospiritualremedies.com.
13. Presently, the browsing and buying service(s) of Astrospiritualremedies.com are being offered free of cost. However, Rikhav Khimasia reserves the right to charge a fee for any or such facilities.
14. The User agrees to use the Services provided by Rikhav Khimasia, its affiliates, consultants and contracted companies, for lawful purposes only.
15. The User agrees not to make any bulk purchase/request for Services to indulge into any reseller activities. In case of any such instances, Rikhav Khimasia reserves all rights to cancel the current and future orders and block the concerned User account.
16. The User agrees to provide authentic and true information. Rikhav Khimasia reserves the right to confirm and validate the information and other details provided by the User at any point of time. If upon confirmation such User details are found to be false, not to be true (wholly or partly), Rikhav

Khimasia shall in its sole discretion reject the registration and debar the User from using the Services available on its website, and / or other affiliated websites without prior intimation whatsoever.

17. Rikhav Khimasia will not be responsible for any damage suffered by users from use of the Services on this site. This without limitation includes loss of revenue/data resulting from delays, non-deliveries, missed deliveries, or service interruptions as may occur because of any act / omission of the Vendor. This disclaimer of liability also applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortuous behavior, negligence, or under any other cause of action.
18. Partial delivery of product and Services needs to be reported within 24 hrs of receipt of the product.
19. Cancellation on user's request, may not be allowed, subject to the specific terms and conditions applicable to the type of product or service.
20. All order/sub orders cancelled will be refunded as per the payment mode selected by customer except for COD/Cheque paymode, where refund shall be processed via Cheque.
21. Delivery of orders would be done address specific not person/time specific.
22. For reported defects on products with manufacturer's warranty the customer needs to contact the relevant service center of the manufacturer, respectively. Rikhav Khimasia shall not be held responsible for any refund claim in such a case from the customer.
23. Rikhav Khimasia reserves the right to cancel any order or request for Services placed using Credit Card which holds International Billing Address.
24. Rikhav Khimasia reserves the right to cancel any order or request for Services placed which is not available, out of stock or in short supply or otherwise.
25. Octroi charges may be levied on some products displayed on the site .These charges shall are not refundable and shall be borne by the customer. In the event of cancellation of the order the ,Octroi charges levied shall not be refunded.
26. Rikhav Khimasia as a merchant shall be under no 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 preset limit mutually agreed by us with our acquiring bank from time to time.

27. Rikhav Khimasia reserves the right to send transactional emails and SMS's related to any order placed or request for Services by a customer and the customer agrees that the same will not tantamount to spam. By submitting your mobile number, you agree to receive calls/SMS's from Rikhav Khimasia or its authorized representative, irrespective of your registration on Do Not Disturb (DND) with your telecom service provider.
28. You agree to receive calls from Rikhav Khimasia and its agents, merchants, courier partners seeking clarification/information regarding your order and any other related information as and when required and disclaim any liability of Rikhav Khimasiain this regard.

### **Reviews, comments and other content**

Users of our website may post reviews, comments and other content; as long as the content is not illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties, or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam". In case a user uses a false e-mail address, impersonates any person or entity, or otherwise misleads as to the origin of any content, Rikhav Khimasia reserves the right to remove, refuse, delete or edit any content that violates these Conditions of use and, or terminate your permission to access or use our website.

### **Typographical Errors**

In the event a product or Services is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information received from our Vendors or suppliers or service provider, Rikhav Khimasia shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. Rikhav Khimasia shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit/debit card charged. If your credit/debit card has already been charged for the purchase and your order is cancelled, Rikhav Khimasia shall issue a credit to your credit/debit card account in the amount of the charge.

### **Products/Services Description and Pricing**

Before placing an order/request for Services you are advised to check the product/service 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.

Rikhav Khimasia and/or Rikhav Khimasia's Vendor/Seller, will attempt to be as accurate as reasonably possible while providing Product/Services descriptions and pricings. However, Rikhav Khimasia or Seller/service provider do not warrant that descriptions or other content or prices related to the Products/Services or other information and content contained in this Rikhav Khimasia website is accurate, complete, reliable, current, or error-free. If a Product showcased on Rikhav Khimasia website (Astrospiritualremedies.com) is found by You not to be as described, upon receipt of the same in pursuance to placing an order on the Seller through the Site, your sole remedy is to return it in unused (seal intact) condition to the Seller or Rikhav Khimasia (as the case may be). In the event if the payment has been processed by Vendor/Seller for the returned Product(s), the refund amount shall be credited to



your credit/debit card account and the same shall be duly notified to by email to your email address provided at the time of registration.

Charges displayed on the site includes only the cost of the product., Service fee for payment, facilitation fee and shipping charges will be levied/charged extra as applicable.. Similarly for any applicable refunds the full amount, which has been charged, is refunded.

All prices and availability of products are subject to change without prior notice at the sole discretion of Rikhav Khimasia.

### **Online Payment**

In order to facilitate payments for Product(s) purchased/ request for Services by You through Astrospiritualremedies.com, at the request of the Sellers/ service providers offers an online payment gateway facility that will facilitate You to make payments in respect thereof to the Sellers/Rikhav Khimasia using netbanking, credit/debit card account or any other mode acceptable and made available to the customers from time to time, subject to Your complete acceptance and adherence to the terms and conditions hereof as well as the terms and conditions of the website of the payment gateway service provider/s. It is hereby clarified that Rikhav Khimasia does not himself collect any amount from the purchasers and the entire payment transaction (including collection from the purchasers and distribution to Rikhav Khimasia, Vendor/Seller/service providers is conducted by the online payment gateway facility provided).

### **Credit card details**

You agree, understand, undertake and confirm that the credit/debit card details provided by You for making payments for Product(s) purchased through Astrospiritualremedies.com , either through the on-line payment gateway mechanism will be correct, current, complete and accurate and you shall not use the credit card/ debit card or any other bank account which is not lawfully owned by you. The aforesaid information provided by You will not be shared by Rikhav Khimasia with any of the third parties unless required by law, regulation or court order or for facilitating and completing the purchases made by You or its Vendor/Seller/service providers will not be responsible for any financial loss, inconvenience or mental agony resulting from misuse of your ID/password/credit card number/account details in anyway.

### **Order Tracking Facility**

You understand and agree that Rikhav Khimasia and this Site also provides hosting Services to its Vendor/Sellers to also provide 'Order Tracking Facility' to the Registered Users in respect of their orders for products placed with Rikhav Khimasia. All such Order Tracking Information and results are third party user generated contents. Rikhav Khimasia neither initiates the transmission nor selects the sender and receiver of the transmission nor selects nor modify the information contained in the transmission. Rikhav Khimasia has no control over the third party agencies/partners generated contents (depends on the input made by the third party agencies/partners) and shall not be liable for the same in any manner. Rikhav Khimasia's Vendor/Seller provides the said facility as a free service, without any obligation to do so,. However, it assumes no responsibility for any inaccuracies that may creep in such information provided to the Users or in regard to the timeliness of such information.

### **Disclaimer of Warranties/Limitation of Liability**

USER ACKNOWLEDGES THAT THROUGH THIS SITE, RIKHAV KHIMASIA MERELY ACTS AS A FACILITATOR, IN ORDER TO FACILITATE HIGHEST QUALITY SERVICES TO THE USERS. RIKHAV KHIMASIA DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THIS SITE WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVERS THAT MAKE IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, BUT SHALL ENDEAVOUR TO ENSURE USER FULLEST SATISFACTION.

RIKHAV KHIMASIA IS NOT LIABLE FOR ANY CLAIMS AGAINST LACK OR DEFICIENCY OF SERVICES; NON-FULFILLMENT OR UNSATISFACTORY FULFILLMENT OF PRODUCTS AND SERVICES PURCHASED BY USER FROM THE THIRD PARTY. THUS, RIKHAV KHIMASIA SHALL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY ASPECT OF THE ARRANGEMENTS BETWEEN THE USERS OF THE SITE AS REGARDS THE STANDARDS OF PRODUCTS AND SERVICES. IN NO EVENT SHALL RIKHAV KHIMASIA BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES RESULTING FROM: (A) THE USE OR THE INABILITY TO USE THE PRODUCTS AND SERVICES; (B) THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS AND SERVICES; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF THE USER'S TRANSMISSIONS OR DATA; (D) ANY OTHER MATTER RELATING TO THE SERVICES; INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEBSITE.

RIKHAV KHIMASIA SHALL NOT BE HELD RESPONSIBLE FOR NON-AVAILABILITY OF THE WEBSITE DURING PERIODIC MAINTENANCE OPERATIONS OR ANY UNPLANNED SUSPENSION OF ACCESS TO THE WEBSITE THAT MAY OCCUR DUE TO TECHNICAL REASONS OR FOR ANY REASON BEYOND RIKHAV KHIMASIA'S CONTROL. THE USER UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE WEBSITE IS DONE ENTIRELY AT THEIR OWN DISCRETION AND RISK AND THEY WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THEIR COMPUTER SYSTEMS OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

THE CLAUSE SHALL SURVIVE THE TERMINATION OR EXPIRY OF THIS AGREEMENT.

### **Registration**

Registration of the User on the Website is not Mandatory. In case user registers, The User agrees and undertakes at all times to be responsible for maintaining the confidentiality of the password and user id, and shall be fully responsible for all activities that occur by use of such password or user id. Further, the User agrees not to use any other party's user ID and Password for any purpose whatsoever without proper authorization from such party.

User are responsible for the security of User's password and for all transactions undertaken using User's password through our service. User confirms that he/she is the authorized holder of the credit card or the original account holder used in the transactions under this Site. Rikhav Khimasia will not be responsible

for any financial loss, inconvenience or mental agony resulting from misuse of user's ID/password/credit card number/account details number for using Rikhav Khimasia's Services.

The user also agrees and undertakes to immediately notify Rikhav Khimasia of any unauthorized use of the user's password or user ID and to ensure that the user logs off at the end of each session at the website. Rikhav Khimasia shall not be responsible for any, direct or indirect, loss or damage arising out of the user's failure to comply with this requirement.

The User also agrees to:

- a. provide true, accurate and complete information about himself and his beneficiaries as prompted by the registration form ("Registration Data") on the Website; and
- b. maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If the User provides any information that is untrue, inaccurate, not current or incomplete or Rikhav Khimasia has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Rikhav Khimasia shall have a right to suspend or terminate User's registration and refuse any and all current or future use of the Website and/or any Service.

Furthermore, the User grants Rikhav Khimasia the right to disclose to third parties Registration Data to the extent necessary for the purpose of carrying out the Services.

### **Prohibited Activities**

You agree that you shall not host, display, upload, modify, publish, transmit, update or share any information on the Site, that

- a. belongs to another person and to which you do not have any right to;
- b. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- c. harm minors in any way;
- d. infringes any patent, trademark, copyright or other proprietary rights;
- e. violates any law for the time being in force;
- f. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- g. impersonate another person;

- h. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- i. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation.

Any Content and or comment uploaded by you, shall be subject to relevant Indian laws and may be disabled, or and may be subject to investigation under appropriate laws. Furthermore, if you are found to be in non-compliance with the laws and regulations, these terms, or the privacy policy of the Site, Rikhav Khimasia shall have the right to immediately terminate/block your access and usage of the Site and Rikhav Khimasia shall have the right to immediately remove any non-compliant Content and or comment, uploaded by you and shall further have the right to take recourse to such remedies as would be available to Rikhav Khimasia under the applicable laws.

### **Indemnity**

You shall indemnify and hold harmless to Rikhav Khimasia and (as applicable) Rikhav Khimasia's parent, subsidiaries, affiliates, third-parties and their respective officers, directors, agents, and employees, from any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon the use of User's actions or inactions, including but not limited to any warranties, representations or undertakings or in relation to the non-fulfilment of any of its obligations under this Agreement or arising out of the User's infringement 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 Agreement.

### **Termination/Suspension**

Rikhav Khimasia reserves its right to limit, refuse service, restrict, suspend, prohibit access to the Site, terminate your account and Services; (Terminate this Agreement; Terminate or suspend your access to the Web Sites; Move, or remove any product or service that is available on or through the Services; Deactivate or delete your accounts and all related information and files in your account; Establish general practices and limits concerning use of this Site) at any time, in its sole discretion with or without cause, and with or without any prior notice for any violation of the Terms of Use. Upon such termination or suspension, your right to use the Astrospiritualremedies.com's Web Sites will immediately cease. Once the User's registration or the Services are terminated, cancelled or suspended, any data that the User has stored on the Website may not be retrieved later. The User agrees that Rikhav Khimasia may under certain circumstances and without prior notice, immediately terminate the User's user ID and access to the Website/Services. Causes for termination may include, but shall not be limited to requests by enforcement or government agencies, possible legal liabilities, infringing the intellectual property rights of any third party, anything acting inconsistently with the letter of spirit of our policies or harassing our employees etc.

## **Relationship**

None of the provisions of this Agreement, terms and conditions, notices or the right to use the Website by the User contained herein or any other section or pages of the Website and/or the Linked Sites, shall be deemed to constitute a partnership between the User and Rikhav Khimasia and no party shall have any authority to bind or shall be deemed to be the agent of the other in any way. It may be noted, however, that if by using the Website, the User authorizes Rikhav Khimasia and its agents to access third party sites designated by them or on their behalf for retrieving requested information, the User shall be deemed to have appointed Rikhav Khimasia and its agents as their agent for this purpose.

## **Entire Agreement**

The Terms and Conditions, together with any terms and conditions incorporated herein or referred to herein constitute the entire agreement between us relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on this site.

## **Headings**

The headings and sub-headings herein are included for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Service or the right to use the Website by the User contained herein or any other section or pages of the Website or any Linked Sites in any manner whatsoever.

## **Communication with User**

Rikhav Khimasia reserves the right to communicate with Users regarding this site and User's use of this site or any product or service purchased by User on this site.

## **Force Majeure**

Rikhav Khimasia shall have no liability to you for any interruption or delay, to access the Site irrespective of the cause.

## **Governing Law**

This agreement and each Terms of Use shall be governed by and constructed in accordance with the laws of India without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of the courts of Ahmadabad.

## **Notice of Copyright Infringement**

Rikhav Khimasia is not liable for any infringement of copyright arising out of materials posted on or transmitted through the site, or items advertised on the site, by end users or any other third parties. Any complaints, abuse or concerns with regards to content and or comment or breach of these terms shall be immediately informed to the designated Grievance Officer as mentioned below via in writing or through email signed with the electronic signature addressed to Grievance Officer:

Mr. Rikhav Khimasia (Grievance Officer)

Astrospiritualremedies.com

Rikhav Khimasia

G2, Shreeji Palace,

Opp. Navrang School,

Ahmedabad – 380 013

We request you to please provide the following information in your complaint:-

- a) A physical or electronic signature of a person authorized to act on behalf of the copyright owner for the purposes of the complaint.
- b) Identification of the copyrighted work claimed to have been infringed.
- c) Identification of the material on our website that is claimed to be infringing or to be the subject of infringing activity.
- d) The address, telephone number or e-mail address of the complaining party.
- e) A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law.
- f) A statement, under penalty of perjury, that the information in the notice of copyright infringement is accurate, and that the complaining party is authorized to act on behalf of the owner of the right that is allegedly infringed.