

# Terms & Conditions

Before you access this Website, [www.hindon.co](http://www.hindon.co), or avail the services/purchase the produces offered on the Website, we request you to please go through these Terms of Use (“Terms”) and the Privacy Policy. These Terms and the Privacy Policy together constitute a binding legal agreement (“Agreement”) between user and HINDON MERCANTILE LIMITED.

BY CONTINUING TO ACCESS AND USE THIS WEBSITE YOU CONFIRM THAT YOU ACCEPT OUR TERMS & CONDITIONS SET OUT BELOW. IF YOU DO NOT ACCEPT THE TERMS, YOU MUST LEAVE THIS WEBSITE IMMEDIATELY.

Your access to/use of the Website and Services provided therein will be solely at our discretion.

## About us

[www.hindon.co](http://www.hindon.co) is a website owned, maintained and provided by HINDON MERCANTILE LIMITED (hereinafter “HINDON MERCANTILE LIMITED”), An NBFC registered with RBI. If you need any information or have a complaint/grievance pertaining to this website or any of our services, please contact us using any of the following methods:

Phone: [011-42610483](tel:011-42610483)

Email : [info@hindon.co](mailto:info@hindon.co)

## Privacy

Your privacy and that of each person whose information you provide to us is important to us. Please see our privacy policy for details of what information we collect and how we will use and protect it.

## Registration

By registering for and/or using these services you agree that you are sound minded, at least eighteen years of age and you are not debarred by any law to contract and you agree to have read and accepted the following terms and conditions:

Visitors to this website are encouraged to register in order to use its facilities/ services. We are not under any obligation to accept a request for registration and reserve the right to suspend or terminate access at any time if your continued use is believed to prejudice us or other users. By registering to use this website, you confirm that the information you provide during the registration process is accurate and complete. You agree to update your registration details promptly if they change. All registration information you provide will be kept secure and processed in accordance with our privacy policy

HINDON MERCANTILE LIMITED and other third parties with whom we have a business relationship may occasionally promote their goods or services on the website or through other direct marketing initiatives or may make software and other material available to you for

purchase or download. We do not endorse the products or services they offer, or give you any assurance that they will be suitable to your needs. It is your responsibility to satisfy yourself in this regard and we have no liability in connection with the same. All promotions are for a limited period and subject to special terms and conditions, which are in addition to and not in derogation of the terms and condition stated herein.

## **Links from this website**

We may, from time to time, provide links from this website to other websites that are owned and controlled by third parties. These links are provided only for your convenience and we have no control over and will have no liability in respect of those websites.

## **Surveys, Contests & Referrals**

From time-to-time our site requests information from users via surveys or contests. Participation in these surveys, contests or referrals programs is completely voluntary and, therefore, you have a choice whether to disclose any information requested. Information requested may include contact information (such as name and delivery address), and demographic information (such as postcode, age level). Contact information will be used to notify the winners and award prizes. Survey information will be used for purposes of monitoring or improving the functionality of the site. The terms and conditions for each survey and contest may differ or may otherwise be amended and cancelled at the sole discretion of HINDON MERCANTILE LIMITED.

## **Monitoring**

We may monitor activity and content on this website and may take any action we consider appropriate if we suspect that you may be in breach of these Terms , including suspending, attaching conditions to or terminating your access and/or notifying the authorities or relevant regulators of your activities.

## **Accuracy of Information**

We take care to ensure that all information available on our website about our business, services and any products mentioned is accurate. However, these are continuously developing and, occasionally, the information may be out of date.

## **Disclaimer**

HINDON MERCANTILE LIMITED does not warrant or represent that the material on this website is accurate, complete or current or that the website will be free of defects or viruses.

## **Liability**

We will not be liable for any loss or damage (in contract, negligence or otherwise) where, there is no breach of a legal duty of care owed to you by us.

## **Third party rights**

Nothing in these Terms is intended to nor shall it confer a benefit on any third party and a person who is not a party to these terms or any contract formed thereunder has no rights to enforce them. We reserve the right to change these terms at any time. The new version will be posted on this website and will take effect immediately upon posting.

## **Information Technology Act**

Certain laws in India prohibit and impose restriction on use of the Website and you are advised to make familiar with those laws and not to post any information or messages that are, or that may be construed, as being malicious, defamatory, inappropriate, slanderous, pornographic or otherwise sexually oriented or that makes attacks on or otherwise opines or comments on any individuals or groups of individuals, educational institutions or any other entities whatsoever (whether companies, firms, or any other institutions). You also agree not to post any information to which you do not have copyright or other appropriate permissions to post in public forum. Your failure to comply with these terms may result in removal of your posts without prior notice. The IP address of all posts is recorded to aid in enforcing these conditions.

## **Other Applicable Laws**

Certain laws require us to maintain data with respect to goods and services provided and other personal information in a prescribed format and HINDON MERCANTILE LIMITED will use all information to the extent required for compliance with applicable laws and as may be directed from time to time.

## **Force Majeure**

HINDON MERCANTILE LIMITED shall not be liable to the extent the performance or delay in performance of any of its obligations are prevented, restricted, delayed or interfered with due to circumstances beyond the reasonable control and without the fault or negligence of such Party, including but not limited to change in legislation, fire, flood, explosion, epidemic, accident, act of God, war, riot, strike, lockout, traffic or other concerted act of workmen and/or act of Government. HINDON MERCANTILE LIMITED may at its sole discretion withdraw the services or Goods if a Force Majeure event occurs.

## **Liability for our Services**

To the extent permitted by law, HINDON MERCANTILE LIMITED and its associates/employees will not be responsible for lost profits, revenues, or data, financial losses or indirect, special, consequential, exemplary, or punitive damages.

## **Governing Law and Jurisdiction**

The Terms of Use Agreement is governed by and construed in accordance with the laws of India, without reference to conflict of laws principles and you irrevocably and unconditionally submit to the exclusive jurisdiction of the courts located in Delhi, India.