# **Terms And Conditions**

# 1. Introduction

These Terms apply in full force and effect to your use of this Website and by using this Website, you expressly accept all terms and conditions contained herein in full. You must not use this Website, if you have any objection to any of these Website Terms &Conditions.

This Website is not for use by any minors (defined as those who are not at least 18 years of age), and you must not use this Website if you a minor.

#### 2. Trademarks, Copyrights & Restrictions

This Website is operated by <u>PIKCY RETAIL & E-COMMERCE</u>. All the products included on this website including the content, images and videos are protected by copyrights and trademark rights that is owned by us and other parties who sell their products on our website.

#### 3. <u>Restrictions</u>

You are expressly and emphatically restricted from all of the following a. Publishing or posting any website products, images or content in any other media. b. Selling, sublicensing and/or otherwise commercializing any products included in this website.

c. Using the website in a way that is or maybe damaging the website.

- d. Using this website in any way that impacts user access to this website.
- e. Using this website to engage in any advertising or marketing.

# 4. Availability and Delivery

All the products on ww.pikcy.in are ready to sell and our products are usually delivered within 3-4 working days. Some products maybe delivered on the same day. We provide free delivery on all orders above ₹1000.

#### 5. <u>Return Policy</u>

If you receive any damaged product, then you can return it without opening the product. Once the product is opened we are not responsible for in the event of any loss or damaged products. Personal injury or expense of any nature whatsoever which may be suffered by the customer.

#### 6. No warranties.

We do not provide any warranties on any of our products.

#### 7. Payment Policy

You can use Pay on Delivery (POD), Google Pay or Paytm options while shopping with us. No EMI options are available on our website.

#### 8. Delivery Policy.

We provide free delivery on orders above Rs.1000 INR. A message will be sent to you when our delivery agent leaves for delivering your product in case you are not available at the address our agent will leave the product with the neighbour or with the security guard after contacting you if the complete payment is done.

#### 9. Acceptance Terms

i. All the terms come into effect immediately. If you are below 18 years of age you are prohibited to use this website or purchase any products from this website (www.pikcy.in).

**ii**. We do not provide any kind of memberships. This website can be used from any Computer, Mobile or Tablets. By purchasing the products from any of the mediums you accept that you have read the terms and conditions and completely agree with it.

iii. Additional terms & conditions maybe provided which are products specific.

iv. For any additional queries related to our terms and conditions you can mail us at info@pikcy.in

# Frequently Asked Questions (FAQ's)

Hello. How may we help you?

# SHOPPING INFORMATION

# Q1. Do you provide Free Delivery?

Ans. Yes, We provide Free Delivery on Orders Rs.1000 otherwise a basic fare of Rs. 80 will charged.

# Q2. Do you Ship Internationally?

Ans. Unfortunately no, We do not ship our products Internationally.

# Q3. How long will it take to get my package?

Ans. It usually takes 2-3 working days to deliver your product. However we always keep you updated with your orders.

# **PAYMENT INFORMATION**

# Q1. What Payment methods are accepted?

Ans. Currently we accept only Pay on Delivery (POD), Google Pay and Paytm.

# Q2. Is Buying Online Safe?

Ans. As of now, we do not have any credit card, debit card, New Banking options available. If you made your payment using Google Pay or Paytm and your transaction was not completed you will get the refund according to their terms and conditions.

# ORDERS AND RETURNS

# Q1. How do I Place an Order?

Ans. Search for a product you wish to buy, then select the add to card option and if you wish to shop more products keeping adding the products in the cart and then click on the cart button on the top right hand side corner and then proceed to check out. Then fill in your details and our product will be delivered.

# Q2. How can I Cancel or Change my order?

Ans. You can not cancel your order. If you wish to change your order you can mail us at <u>info@pikcy.in</u> or you can call us (visit the contact us page).

# Q3. Do I need an account to place an Order?

Ans. Yes you need an account to place the order.

# Q4. My Product arrived at the address but I am not available what should I do?

Ans. Do not worry, if you already made the payment our agent will leave the product with the neighbour or with the security guard whatever you are comfortable with.

# Q5. Who Should I Contact if I have any quarries?

Ans. You can mail us at <u>info@pikcy.in</u> or you can call us at the given contact number in the contact us page.

# Q6. How do I Track my Order?

Ans. We will keep you updated with your order by sending you emails and SMS related to your order.



# **Privacy Policy**

#### Last updated: September 4, 2020

This Privacy Policy describes our policies and procedures on the collection, use and disclosure of Your information when you use the service and tells you about your privacy rights and how the law protects you.

We use your personal data to provide and improve the service. By using the service, you agree to the collection and use of information in accordance with this Privacy Policy. This Privacy Policy is maintained by the Pikcy Retail & E-commerce.

# **Interpretation and Definitions**

#### Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions.

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

#### Definitions

For the purposes of this Privacy Policy:

- You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Pikcy Retai and E-commerce, Mulund west, Mumbai 400080.
- Affiliate means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- Account means a unique account created for You to access our Service or parts of our Service.
- Website refers to Pikcy Retail and E-commerce, accessible from www.pikcy.in
- Service refers to the Website.
- Country refers to: Maharashtra, India
- Service Provider means any natural or legal person who processes the data on behalf of the Company. It refers to third-party companies or individuals employed by the Company to facilitate the Service, to provide the Service on behalf of the Company, to perform services related to the Service or to assist the Company in analyzing how the Service is used.
- **Third-party Social Media Service** refers to any website or any social network website through which a User can log in or create an account to use the Service.
- Personal Data is any information that relates to an identified or identifiable individual.
- Cookies are small files that are placed on Your computer, mobile device or any other device by a website, containing the details of Your browsing history on that website among its many uses.
- •Usage Data refers to data collected automatically, either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).

# **Collecting and Using Your Personal Data**

# **Types of Data Collected**

#### **Personal Data**

While using Our Service, We may ask you to provide us with certain personally identifiable information that can be used to contact or identify you. Personally identifiable information may include, but is not limited to:

- Email address
- First name and last name
- Phone number
- Usage Data

# **Usage Data**

Usage Data is collected automatically when using the Service.

Usage Data may include information such as Your Device's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our service that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

When You access the Service by or through a mobile device, We may collect certain information automatically, including, but not limited to, the type of mobile device You use, Your mobile device unique ID, the IP address of Your mobile device, Your mobile operating system, the type of mobile Internet browser You use, unique device identifiers and other diagnostic data.

We may also collect information that Your browser sends whenever You visit our Service or when You access the Service by or through a mobile device.

# **Tracking Technologies and Cookies**

We use Cookies and similar tracking technologies to track the activity on Our Service and store certain information. Tracking technologies used are beacons, tags, and scripts to collect and track information and to improve and analyze Our Service.

You can instruct Your browser to refuse all Cookies or to indicate when a Cookie is being sent. However, if You do not accept Cookies, You may not be able to use some parts of our Service.

Cookies can be "Persistent" or "Session" Cookies. Persistent Cookies remain on your personal computer or mobile device when You go offline, while Session Cookies are deleted as soon as You close your web browser.

We use both session and persistent Cookies for the purposes set out below:

# • Necessary / Essential Cookies

Type: Session Cookies

Administered by: Us

Purpose: These Cookies are essential to provide You with services available through the Website and to enable You to use some of its features. They help to authenticate users and prevent fraudulent use of user accounts. Without these Cookies, the services that You have asked for cannot be provided, and We only use these Cookies to provide You with those services.

# • Cookies Policy / Notice Acceptance Cookies

Type: Persistent Cookies

Administered by: Us

Purpose: These Cookies identify if users have accepted the use of cookies on the Website.

# • Functionality Cookies

Type: Persistent Cookies

Administered by: Us

Purpose: These Cookies allow us to remember choices You make when You use the Website, such as remembering your login details or language preference. The purpose of these Cookies is to provide You with a more personal experience and to avoid You having to re-enter your preferences every time You use the Website.

For more information about the cookies we use and your choices regarding cookies, please visit our Cookies Policy.

# Use of Your Personal Data

The Company may use Personal Data for the following purposes:

- To provide and maintain our Service, including to monitor the usage of our Service.
- **To manage Your Account:** to manage Your registration as a user of the Service. The Personal Data You provide can give You access to different functionalities of the Service that are available to You as a registered user.
- For the performance of a contract: the development, compliance and undertaking of the purchase contract for the products, items or services You have purchased or of any other contract with Us through the Service.
- **To contact You:** To contact You by email, telephone calls, SMS, or other equivalent forms of electronic communication, such as a mobile application's push notifications regarding updates or informative communications related to the functionalities, products or contracted services, including the security updates, when necessary or reasonable for their implementation.

- **To provide** You with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless You have opted not to receive such information.
- To manage Your requests: To attend and manage Your requests to Us.

We may share your personal information in the following situations:

- With Service Providers: We may share Your personal information with Service Providers to monitor and analyze the use of our Service, to show advertisements to You to help support and maintain Our Service, to contact You, to advertise on third party websites to You after You visited our Service or for payment processing.
- With Affiliates: We may share Your information with Our affiliates, in which case we will require those affiliates to honor this Privacy Policy. Affiliates include Our parent company and any other subsidiaries, joint venture partners or other companies that We control or that are under common control with Us.
- With Business partners: We may share Your information with Our business partners to offer You certain products, services or promotions.
- With other users: when You share personal information or otherwise interact in the public areas with other users, such information may be viewed by all users and may be publicly distributed outside. If You interact with other users or register through a Third-Party Social Media Service, Your contacts on the Third-Party Social Media Service may see You name, profile, pictures and description of Your activity. Similarly, other users will be able to view descriptions of Your activity, communicate with You and view Your profile.

# **Retention of Your Personal Data**

The Company will retain Your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use Your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

The Company will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of Our Service, or We are legally obligated to retain this data for longer time periods.

# **Transfer of Your Personal Data**

Your information, including Personal Data, is processed at the Company's operating offices and in any other places where the parties involved in the processing are located. It means that this information may be transferred to — and maintained on — computers located outside of Your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from Your jurisdiction.

Your consent to this Privacy Policy followed by Your submission of such information represents Your agreement to that transfer.

The Company will take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with this Privacy Policy and no transfer of Your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of Your data and other personal information.

# **Disclosure of Your Personal Data**

# **Business Transactions**

If the Company is involved in a merger, acquisition or asset sale, Your Personal Data may be transferred. We will provide notice before Your Personal Data is transferred and becomes subject to a different Privacy Policy.

# Law enforcement

Under certain circumstances, the Company may be required to disclose Your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

# **Other legal requirements**

The Company may disclose Your Personal Data in the good faith belief that such action is necessary to:

- Comply with a legal obligation
- Protect and defend the rights or property of the Company
- Prevent or investigate possible wrongdoing in connection with the Service
- Protect the personal safety of Users of the Service or the public
- Protect against legal liability

# Security of Your Personal Data

The security of Your Personal Data is important to Us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While We strive to use commercially acceptable means to protect Your Personal Data, We cannot guarantee its absolute security.

# **Children's Privacy**

Our Service does not address anyone under the age of 13. We do not knowingly collect personally identifiable information from anyone under the age of 13. If You are a parent or guardian and You are aware that Your child has provided Us with Personal Data, please contact Us. If We become aware that We have collected Personal Data from anyone under the age of 13 without verification of parental consent, We take steps to remove that information from Our servers.

We also may limit how We collect, use, and store some of the information of Users between 13 and 18 years old. In some cases, this means We will be unable to provide certain functionality of the Service to these users.

If We need to rely on consent as a legal basis for processing Your information and Your country requires consent from a parent, We may require Your parent's consent before We collect and use that information.

# Links to Other Websites

Our Service may contain links to other websites that are not operated by Us. If You click on a third party link, You will be directed to that third party's site. We strongly advise You to review the Privacy Policy of every site You visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

# **Changes to this Privacy Policy**

We may update our Privacy Policy from time to time. We will notify You of any changes by posting the new Privacy Policy on this page.

We will let You know via email and/or a prominent notice on Our Service, prior to the change becoming effective and update the "Last updated" date at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

# **Contact Us**

If you have any questions about this Privacy Policy, You can contact us:

By email: info@pikcy.in



# **Cookies Policy**

Last updated: September 4, 2020

This Cookies Policy explains what Cookies are and how We use them. You should read this policy so You can understand what type of cookies We use, or the information We collect using Cookies and how that information is used. Our Cookies Policy is maintained by the <u>Cookies Policy Generator</u>.

Cookies do not typically contain any information that personally identifies a user, but personal information that we store about You may be linked to the information stored in and obtained from Cookies. For further information on how We use, store and keep your personal data secure, see our Privacy Policy.

We do not store sensitive personal information, such as mailing addresses, account passwords, etc. in the Cookies We use.

# **Interpretation and Definitions**

#### Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions.

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

#### Definitions

For the purposes of this Cookies Policy:

- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Cookies Policy) refers to Pikcy retail and E-commerce, Mulund, Mumbai.
- You means the individual accessing or using the Website, or a company, or any legal entity on behalf of which such individual is accessing or using the Website, as applicable.
- **Cookies** means small files that are placed on Your computer, mobile device or any other device by a website, containing details of your browsing history on that website among its many uses.
- Website refers to Pikcy Retail and E-commerce, accessible from www.pikcy.in.

# The use of the Cookies

# **Type of Cookies We Use**

Cookies can be "Persistent" or "Session" Cookies. Persistent Cookies remain on your personal computer or mobile device when You go offline, while Session Cookies are deleted as soon as You close your web browser.

We use both session and persistent Cookies for the purposes set out below:

# **Necessary / Essential Cookies**

Type: Session Cookies

Administered by: Us

Purpose: These Cookies are essential to provide You with services available through the Website and to enable You to use some of its features. They help to authenticate users and prevent fraudulent use of user accounts. Without these Cookies, the services that You have asked for cannot be provided, and We only use these Cookies to provide You with those services.

# **Functionality Cookies**

Type: Persistent Cookies

Administered by: Us

Purpose: These Cookies allow us to remember choices You make when You use the Website, such as remembering your login details or language preference. The purpose of these Cookies is to provide You with a more personal experience and to avoid You having to re-enter your preferences every time You use the Website.

# **Your Choices Regarding Cookies**

If You prefer to avoid the use of Cookies on the Website, first You must disable the use of Cookies in your browser and then delete the Cookies saved in your browser associated with this website. You may use this option for preventing the use of Cookies at any time.

If You do not accept Our Cookies, You may experience some inconvenience in your use of the Website and some features may not function properly.

If You'd like to delete Cookies or instruct your web browser to delete or refuse Cookies, please visit the help pages of your web browser.

- For the Chrome web browser, please visit this page from Google: <u>https://support.google.com/accounts/answer/32050</u>
- For the Internet Explorer web browser, please visit this page from Microsoft: <u>http://support.microsoft.com/kb/278835</u>
- For the Firefox web browser, please visit this page from Mozilla: <u>https://support.mozilla.org/en-US/kb/delete-cookies-remove-info-websites-stored</u>
- For the Safari web browser, please visit this page from Apple: https://support.apple.com/guide/safari/manage-cookies-and-website-datasfri11471/mac

For any other web browser, please visit your web browser's official web pages.

# **More Information about Cookies**

You can learn more about Cookies at the following third-party websites:

Network Advertising Initiative: http://www.networkadvertising.org/

# **Contact Us**

If you have any questions about this Cookies Policy, You can contact us:

By email: info@pikcy.in



# **Return and Refund Policy**

Last updated: September 4, 2020

Thank you for shopping at Pikcy Retail & E-commerce operated by Pikcy Retail & E-commerce.

If, for any reason, You are not completely satisfied with a purchase We invite You to review our policy on refunds and returns. This Return and Refund Policy is maintained by Pikcy Retail & E-commerce.

The following terms are applicable for any products that You purchased with Us.

# **Interpretation and Definitions**

#### Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions.

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

#### Definitions

For the purposes of this Return and Refund Policy:

- You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.
- Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Pikcy Retail & E-commerce, Mulund Mumbai.
- Service refers to the Website.
- Website refers to Pikcy Retail & E-commerce, accessible from www.pikcy.in
- Goods refer to the items offered for sale on the Service.
- Orders mean a request by You to purchase Goods from Us.

# Your Order Cancellation Rights

You are entitled to cancel Your Order within 7 days by giving any a valid reason for doing so.

The deadline for cancelling an Order is 7 days from the date on which You received the Goods or on which a third party you have appointed, who is not the carrier, takes possession of the product delivered.

In order to exercise Your right of cancellation, You must inform Us of your decision by means of a clear statement. You can inform us of your decision by:

#### By email: info@pikcy.in

We will reimburse You no later than 14 days from the day on which We receive Your order cancellation notice. We will use the same means of payment as You used for the Order, and You will not incur any fees for such reimbursement.

# **Conditions for Returns**

In order for the Goods to be eligible for a return, please make sure that:

- The Goods were purchased in the last 7 days.
- The Goods are in the original packaging

The following Goods cannot be returned:

- The supply of Goods made to Your specifications or clearly personalized.
- The supply of Goods which according to their nature are not suitable to be returned, deteriorate rapidly or where the date of expiry is over.
- The supply of Goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery.
- The supply of Goods which are, after delivery, according to their nature, inseparably mixed with other items.

We reserve the right to refuse returns of any merchandise that does not meet the above return conditions in our sole discretion.

# **Returning Goods**

You are responsible for the cost and risk of returning the Goods to Us. You should send the Goods at the following address:

Our Agent will collect the product

We cannot be held responsible for Goods damaged or lost in return shipment. Therefore, We recommend an insured and trackable mail service. We are unable to issue a refund without actual receipt of the Goods or proof of received return delivery.

# **Contact us**

If you have any questions about our Returns and Refunds Policy, please contact us:

By email: info@pikcy.in

# **Shipping/Membership Policy**

Pikcy Retail & E-commerce ("we" and "us") is the operator of (https://www.pikcy.in) ("Website"). By placing an order through this Website you will be agreeing to the terms below. These are provided to ensure both parties are aware of and agree upon this arrangement to mutually protect and set expectations on our service.

# 1. General

Subject to stock availability. We try to maintain accurate stock counts on our website but from time-to-time there may be a stock discrepancy and we will not be able to fulfill all your items at time of purchase. In this instance, we will fulfill the available products to you, and contact you about whether you would prefer to await restocking of the backordered item or if you would prefer for us to process a refund.

# 2. Shipping Costs

Shipping costs are calculated during checkout based on weight, dimensions and destination of the items in the order. Payment for shipping will be collected with the purchase.

This price will be the final price for shipping cost to the customer.

# 3. Returns

# 3.1 Return Due To Change Of Mind

Pikcy Retail & E-commerce will happily accept returns due to change of mind as long as a request to return is received by us within 4 days of receipt of item and are returned to us in original packaging, unused and in resellable condition.

Return shipping will be paid at the customers expense and will be required to arrange their own shipping.

Once returns are received and accepted, refunds will be processed to store credit for a future purchase. We will notify you once this has been completed through email.

(Pikcy Retail & E-commerce) will refund the value of the goods returned but will NOT refund the value of any shipping paid.

# 3.2 Warranty Returns

Pikcy Retail & E-commerce will happily honor any valid warranty claims, provided a claim is submitted within 90 days of receipt of items.

Customers will be required to pre-pay the return shipping, however we will reimburse you upon successful warranty claim.

Upon return receipt of items for warranty claim, you can expect Pikcy Retail & E-commerce to process your warranty claim within 7 days.

Once warranty claim is confirmed, you will receive the choice of:

- (a) refund to your payment method
- (b) a refund in store credit
- (c) a replacement item sent to you (if stock is available)

# 4. Delivery Terms

# 4.1 Transit Time Domestically

In general, domestic shipments are in transit for 2 - 7 days

# 4.2 Transit time Internationally

Generally, orders shipped internationally are in transit for 4 - 22 days. This varies greatly depending on the courier you have selected. We are able to offer a more specific estimate when you are choosing your courier at checkout.

# 4.3 Dispatch Time

Orders are usually dispatched within 2 business days of payment of order

Our warehouse operates on Monday - Friday during standard business hours, except on national holidays at which time the warehouse will be closed. In these instances, we take steps to ensure shipment delays will be kept to a minimum.

# 4.4 Change Of Delivery Address

For change of delivery address requests, we are able to change the address at any time before the order has been dispatched.

# 4.5 P.O. Box Shipping

Pikcy Retail & E-commerce will ship to P.O. box addresses using postal services only. We are unable to offer couriers services to these locations.

# 4.6 Military Address Shipping

We are able to ship to military addresses using USPS. We are unable to offer this service using courier services.

# 4.7 Items Out Of Stock

If an item is out of stock, we will cancel and refund the out-of-stock items and dispatch the rest of the order.

# 4.8 Delivery Time Exceeded

If delivery time has exceeded the forecasted time, please contact us so that we can conduct an investigation

# **5. Tracking Notifications**

Upon dispatch, customers will receive a tracking link from which they will be able to follow the progress of their shipment based on the latest updates made available by the shipping provider.

# 6. Parcels Damaged In Transit

If you find a parcel is damaged in-transit, if possible, please reject the parcel from the courier and get in touch with our customer service. If the parcel has been delivered without you being present, please contact customer service with next steps.

# 7. Duties & Taxes

# 7.1 Sales Tax

Sales tax has already been applied to the price of the goods as displayed on the website

#### 7.2 Import Duties & Taxes

Import duties and taxes for international shipments will be pre-paid, without any additional fees to be paid by customer upon arrival in destination country

# 8. Cancellations

If you change your mind before you have received your order, we are able to accept cancellations at any time before the order has been dispatched. If an order has already been dispatched, please refer to our refund policy.

# 9. Insurance

Parcels are insured for loss and damage up to the value as stated by the courier.

# 9.1 Process for parcel damaged in-transit

We will process a refund or replacement as soon as the courier has completed their investigation into the claim.

# 9.2 Process for parcel lost in-transit

We will process a refund or replacement as soon as the courier has conducted an investigation and deemed the parcel lost.

#### Customer service- For all customer service enquiries, please email us at info@pikcy.in