

Terms & Conditions

Welcome to www.rushipeetham.com. By using the Website you agree to be bound by these Terms and Conditions and any Orders placed by you are bound by these Terms and Conditions. If you do not agree to these Terms and Conditions, please do not use the Website.

The Website is provided solely for your personal use. You may not use the Website for any commercial purpose. We reserve the right, at our sole discretion, to change, modify, add, amend or remove any part of these Terms and Conditions from time to time and it is your responsibility to check these Terms and Conditions from time to time for changes. We may modify or withdraw, temporarily or permanently, the Website (or any part of it) and we shall not be liable to you or any third party for any modification to or withdrawal of the Website. If you do not agree to our right to change the Website or the Terms and Conditions from time to time, please do not use the Website.

Please note that these Terms and Conditions do not affect your statutory rights as a consumer.

All text, graphics, photographs, logos, trademarks, artwork, sounds, music, user interfaces, visual interfaces and computer code (the "Content") belongs to Rushipeetham. This Content includes, but is not limited to, the design, structure, selection, coordination, expression, "look and feel" and arrangement of it. The Content is protected by copyright, trademark and other intellectual property rights and you are not permitted to copy, reproduce, republish, upload, post, publicly display, translate, transmit or distribute this Content in any way.

You agree that any information you submit to the Website including Personal Information shall not be misleading and shall be true and accurate in all respects. If you submit to the Website any communication, idea or materials which may attract copyright or other intellectual property rights you agree that this shall become our property and you agree that anything you submit shall not infringe any right of any third party, nor contain anything libelous or otherwise unlawful, abusive or obscene nor constitute an invasion of privacy. As such, you are and shall remain solely responsible for the content of any submissions you make on the Website and we reserve the right to remove any material you have placed on the Website or to deny you access to the Website at any time in our sole discretion.

1. Product Descriptions on our Website

1.1 We will take all reasonable care to ensure that all Product Descriptions are correct at the time when the relevant information was first entered onto the Website. We have made every effort to display as accurately as possible the appearances, colours, textures or finishes of our Products. What you see will depend on your computer equipment, screen

or monitor and we are therefore unable to guarantee that a Product's images are an accurate representation of the actual merchandise. Please refer to our [Returns Policy](#) if you are unhappy with your Order.

2. Product Availability

The Website features Products that have been carefully selected for sale on the Website. Products are subject to availability. Once a Product has been sold out or out of stock it will be taken off the Website at the earliest opportunity and will be available again once the stock is available. As there is a delay between the time when your Order is placed, and the time when the Order is accepted, the stock position relating to particular Products may change. If a Product you have ordered goes out of stock before we accept your Order, then Rushipeetham shall not be liable to you for being unable to provide that Product. If such a situation arises, then we shall notify you as soon as possible and you will not be charged for the out of stock Product.

3. Pricing Policy

3.1 All Product prices are in Rupees (Rs) and are inclusive of Indian value added tax ("VAT") (where applicable), at the appropriate rate, and are correct at the time that the Product Description was first entered on to the Website. Prices of Products may change from time to time and any promotional discounts or offers may also be withdrawn at any time.

3.2 Although we try to ensure all our Product's prices displayed in the Product Description are accurate, errors may sometimes occur. If we discover an error in the price of a Product you have ordered we will be unable to accept your Order and shall contact you as soon as possible in order to give the option of either reconfirming your Order at the correct price or cancelling it. If we are unable to contact you, we will treat your Order in respect of the incorrectly priced item as cancelled.

4. Order process

4.1 Rushipeetham takes all reasonable care, in so far as possible, to keep the details of your Order and payment secure, but in the absence of negligence on our part we will not be liable for any loss you may suffer if a third party procures unauthorized access to any Personal Information you provide when accessing or placing an Order on the Website. For more information on how we use and protect your Personal Information, please refer to our Privacy policy.

5.2 The technical steps to place your Order and create a contract of sale between you and us are, as follows:

a) You place an Order on the Website by pressing the 'Add to cart' button at the end of the checkout process. You will be guided through the process of placing an Order by a series of simple instructions on the Website.

- b) We will send you an email confirming your Order which will detail the Product(s) (including their Product Descriptions) that you have ordered. This email does not constitute an acceptance of your Order by us.
- c) As your Order is shipped by us we will send you a dispatch confirmation email. Upon sending email, your Order will be taken to have been accepted by us unless we have notified you that we do not accept your Order, or you have cancelled it.
- d) Subject to us having accepted your Order, we will then arrange for delivery of the product to you at your nominated address

5.3 The contract between you and Rushipeetham will be concluded in India and subject to the laws of India and the jurisdiction of the Indian courts.

5.4 We shall be entitled to supply Products ordered as part of one Order in installments and each installment shall be deemed to constitute a separate contract between you and us. This may mean that Products are dispatched or available for collection separately. We also reserve the right to supply only part of an Order.

5.5 Non-acceptance of your Order (or parts of your Order) may be due to any one or more of the following non-exhaustive reasons:

- a) A product you ordered is out of stock;
- b) We are unable to obtain authorization for your payment;
- c) We have identified an error with a Product Description;
- d) There is a system or procurement failure;

6. Payment and payment methods on the Website

6.1 We only accept payment for Orders in Rupees (Rs).

6.2 We accept payment for Orders by Debit and credit cards of Maestro, MasterCard, Visa, Rupay card, and through Internet banking.

6.3 If you choose to pay for your Order using a payment card with a foreign currency denominated account, the account will still be taken in Rupees (Rs) at the foreign exchange rate applied by your relevant credit card provider or bank at the time of processing your Order. Your international credit card provider or bank will determine the exchange rate and may add an additional processing or administration charge which you will be liable to pay.

6.4 By placing your Order and making an offer to buy a Product, you authorize us to transmit information (including any updated information) or to obtain information about you from third parties from time to time and this may include verification checks involving your debit or credit card number or credit reports in order to authenticate your identity, to validate your credit card, to obtain an initial credit card authorization, to protect you and us from fraud; and to enable us to arrange delivery of your Order to your nominated delivery address.

7. VAT

7.1 All Product prices shown on the Website are inclusive of any applicable Indian VAT.

7.2 You will be the importer for the international delivery of your Order (i.e. any Order delivered to a country other than the India). Therefore, before placing an Order, it is your responsibility to check that the Products you are planning to import comply with state and federal government import regulations, and that there are no local requirements or restrictions which may affect receipt of your Order. If any customs requirements apply or charges are due, you agree to be responsible for these.

8. Promotional discounts and e-vouchers

Any coupon, discount, offer or promotional discount offered on the Website is valid only for use as part of a purchase made via the Website, unless otherwise stated and subject to availability.

9. Delivery

9.1 You must provide us with complete and accurate delivery address information. For the avoidance of doubt, this includes not only the address that your Order is going to, but also the name of its recipient. We cannot be liable for the delivery of your Order to the wrong address or the wrong person as a result of you supplying us with incomplete or inaccurate information.

9.2 All parcels will be delivered by us and will require a signature on delivery.

9.3 Please note that delivery of your Order may take longer during sale or other busy periods.

9.4 We will make every effort to deliver your Order within the estimated timescales. However delays are occasionally inevitable due to unforeseen factors or events outside our control, for example, material shortages, and travel or transportation disruption. Rushipeetham shall not be liable for any delay or failure by us to deliver your Order within the estimated timescales.

9.5 **Deliveries within India:** - Orders will be shipped through courier to the specified address within 2 days after confirmation is received. Courier charges as applicable to your order will be added and included in the total amount of your order.

9.6 **International Delivery:** We will notify you of the international delivery charge(s) applicable to your Order at the checkout and the amount will be added to the total amount of your Order. Delivery lead times of your Order to an international address will vary according to its destination.

12. Order cancellation :

Cancellation before dispatch or notification of collection

12.2 If, for any reason, you wish to cancel your contract before your Order has been dispatched or you have been notified that it is available for collection, then the cancellation of the order is not possible. Alternatively, you can place a cancellation request before the dispatch date by an E-mail or Calling Rushipeetham Customer Services team by calling 040-27132550 Once we have received notification by you of your wish to cancel your contract, subject to any monies having been taken from you, we will refund you the original purchase price to your respective bank account through which you have placed an order and delivery charge of your Order within five (5) days. For more information, please see our Refunds Policy below.

Cancellation after dispatch or notification of collection

13. Returns Policy

13.1 Currently we are not allowing the return of ordered product and we do not have the collection team to collect the product.

How to cancel an item:

13.5 If you have a Rushipeetham Account, you can cancel a Product or Order to us by taking the following steps:

- a) Sign into your Rushipeetham Account via the Website.
- b) Go to "My Orders".
- c) Select the Order number you would like to cancel.
- d) Click on 'Cancel Items'.
- e) Select the individual Product(s) and quantity or "Cancel all items". Please also state the reason for the return.
- f) Click 'Continue'.
- g) A cancellation order will appear on screen, as well as being sent to your email address .

13.6 If you placed your Order via the Website's guest checkout please call our Customer Services team on 040-27132550 (+914027132550 from overseas).

15. Refunds policy

15.1 Within date of dispatch after receiving your Order if we receive the cancellation Order , we will refund you the original purchase price and delivery charge for your Order which we have collected during the placement of order after deducting percentage of handling charges of the respective bank.

15.2 Refunds will be issued back to the credit or debit card which you used to place your Order. This will appear in your account within five (5) days depending on your card issuer..

Promotional discounts and refunds

15.6 If a promotional discount applied to your Order originally, then the same discount will be applied to each Product of your Order that you cancel. This means that you will only be refunded the amount that you originally paid for your Order or any given Product. Further, any free promotional gift given with an Order will also be cancelled.

16. Rushipeetham Account, Personal Information and security

16.1 When you register for a Rushipeetham Account, you warrant that:

- a) The Personal Information which you are required to provide when you register as a customer is true, accurate, current and complete in all respects; and
- b) You will notify us immediately of any changes to the Personal Information by contacting our Customer Services team by calling 040-27132550 (+914027132550 from overseas).

16.2 You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorized to use.

16.3 You are fully responsible for maintaining the confidentiality of your Rushipeetham Account and Personal Information, and all activities that occur in relation to your Rushipeetham Account and Personal Information. You agree to immediately notify us of any unauthorized use of your Rushipeetham Account or Personal Information and, any breach of security or misuse, or suspected breach of security or misuse of such. Please ensure that you exit from your Rushipeetham Account at the end of each session if you use a shared computer. We cannot and will not be liable for any loss or damage arising from your failure to comply with this clause.

16.4 Your Personal Information shall be used and protected in accordance with our Privacy policy.

17. Material and Activity Prohibited

17.1 Please choose carefully the material you post on the Website and which you provide to other Users. You must not misuse the Website. You will not: send or otherwise post unauthorized commercial communications to Users (such as spam); upload viruses, Trojans, worms, logic bombs or other malicious code; corrupt data; cause annoyance to other Users; post material that is hateful, threatening, pornographic, or that contains nudity or graphic or gratuitous violence; use the Website to do anything unlawful, misleading, malicious or discriminatory; facilitate or encourage any violation of these Terms and Conditions.

17.2 We reserve the right, in our sole discretion, to reject, edit or refuse to post any material and to remove any material from the Website, whether or not the material is expressly prohibited by these Terms and Conditions, or to restrict, suspend, or terminate your access to all or any part of the Website or your Rushipeetham Account at any time, for any or no reason, with or without prior notice, and without liability.

17.3 Rushipeetham advises you not to reveal your Personal Information to anyone else that would allow you to be identified, including but not limited to: telephone number, home address, business address, delivery address or email address.

b) Rushipeetham reserves the right to close any Rushipeetham Account if we believe a User is using proxy Internet Protocol addresses as a method to hide the use of multiple accounts or to disrupt the Website in any way. If you use multiple logins for the purpose of disrupting the Website we may take action against you and close your Rushipeetham Account(s).

c) By submitting any material to us, you automatically grant Rushipeetham a royalty-free, perpetual, exclusive right and license to use, modify, edit, adapt, publish, re-use, translate, distribute, perform and display such material in whole or part worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed.

d) You acknowledge that we are not obliged to publish any material submitted by you.

e) By submitting any material to us, you agree to use the Website in accordance with these Community Area Rules and the Terms and Conditions.

f) If you fail to abide by these Community Area Rules you may be sent an email which informs you why your contribution has been refused or edited. This email will also include a warning that continuing to break the rules may result in action being taken against you or your Rushipeetham Account(s). Action may include any material posted by you being checked before being allowed to go on the Website or a temporary or permanent suspension of your ability to participate in any or all of the Website.

g) Rushipeetham reserves the right to edit or delete any contribution, or take action against any User, at any time, for any reason.

h) If you do not want to grant Rushipeetham the permission set out above on these terms, please do not submit or share your contribution on the Website.

18. Linking to the Website

18.1 You must not establish any link to the Website to suggest any form of association, approval or endorsement on our part where none exists or establish a link from any website that is not owned by you.

18.2 The Website must not be framed on any other site, and you may not create a link to any part of the Website other than the home page.

19. Compliance with Laws

19.1 The Website may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the Website and any transactions conducted on or through the Website.

20. Liability and Indemnity

20.1 While we will use reasonable endeavors to verify the accuracy of any information we place on the Website, we make no warranties, whether express or implied in relation to its accuracy. The Website is provided on an "as is" and "as available" basis without any representation or endorsement made and we make no warranties of any kind, whether express or implied, in relation to the Website, or any transaction that may be conducted on or through the Website including but not limited to, implied warranties of non-infringement, compatibility, security, accuracy, conditions of completeness, or any implied warranty arising from course of dealing or usage or trade.

20.2 We make no warranty that the Website will meet your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, and reliability of the Website. We will not be responsible or liable to you for any loss of material uploaded or transmitted through the Website.

20.3 To the fullest extent permissible under applicable law, we disclaim any and all warranties of any kind, whether express or implied, in relation to the Products. This does not affect your statutory rights as a consumer.

20.4 We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the Terms and Conditions for any direct, special, incidental, indirect or consequential damages including loss of profit or loss of opportunity that result from the use of, or the inability to use, the material

or Content on the Website or the performance of any Product purchased through the Website or the conduct of other Users of the Website, even if Rushipeetham has been advised of the possibility of such damages.

20.5 The Website may also contain links to other websites, which are not operated by Rushipeetham. When you activate any of these you will leave the Website and we have no control over, and will accept any responsibility or liability in respect of, the material on any website which is not under our control.

20.6 You agree to fully indemnify, defend and hold us and our agents, officers, directors, employees and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of these Terms and Conditions (including Community Area Rules) by you or any other liabilities arising out of your use of the Website, or the use by any other person accessing the Website using your Rushipeetham Account and/or your Personal Information.

20.7 We may terminate your use of the Website immediately if we consider that you have breached these Terms and Conditions.

20.8 Nothing in these Terms and Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees.

21. Comments and Complaints Procedure

21.1 Please contact us if you have any comments or complaints by contacting our Customer Services team by calling 040-27132550 (+914027132550 from overseas). We will always endeavour to resolve any dispute as swiftly as possible.

22. General

22.1 We may change these Terms and Conditions at any time. If any clause of these Terms and Conditions shall be deemed unlawful, void or for any reason unenforceable, then that clause shall be deemed severable from the Terms and Conditions and shall not affect the validity and enforceability of the remainder of these Terms and Conditions which shall continue to have full force and effect.

22.2 We will not be responsible to you for any delay or failure to comply with our obligations under these Terms and Conditions if the delay or failure arises from any cause beyond our reasonable control.

22.3 If you breach these Terms and Conditions and we take no action we will still be entitled to use our rights and remedies in other situations where you are in breach. No

waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any clause of these Terms and Conditions.

22.4 Rushipeetham reserves the right to amend, remove or vary the Website, any page of the Website, any Content on the Website, or any service offered on the Website at any time and without notice.

24. Our details

24.1 Rushipeetham is registered as a Charitable Trust with registration number 104/2010. Its registered office is “Sri Lalitha Dhamam”, Plot No. 299 & 300, Saket colony, Phase I, ECIL post, Hyderabad 500062 India and Administrative.Office: Plot No. 1-19-46, HIG, A-40, Dr. A.S. Rao Nagar, Behind Ushodaya Super market. Hyderabad-50062 India

Its call centre details are: telephone 040-27132550 (+914027132550 from overseas).

25. Definitions

25.1 The following definitions shall apply to these Terms & Conditions:

"e-vouchers" means an e-voucher issued and emailed to you by Rushipeetham only;

"Order" means an online transaction made by you via the Website for one or more Products, to which these Terms and Conditions apply.

"Personal Information" means the details you provide to us when you use the Website, such as your name, e-mail address, billing address, delivery address, telephone number, Product selections, credit card or other payment information and a password.

"Product" means a product displayed for sale on the Website.

"Product Description" means that part of the Website where certain terms and conditions in respect of the individual Product are provided which shall include, but not be limited to, all details, prices (cost of the Product and delivery charges), and descriptions of a Product. It shall also include, where appropriate, specific delivery dates and times, warranties about that Product.

"Rushipeetham Account" means your personal customer account set up by you on the Website.

"Terms and Conditions" means these terms and conditions.

"We", "us" or "Rushipeetham" means Rushipeetham Publications as the context may require. Please note, that when arranging delivery of your Order, Rushipeetham may instruct a third party courier or postal carrier to deliver it to you. However, Rushipeetham

will ultimately be responsible for managing the delivery of your Order, so for the purposes of these Terms and Conditions, all references to "we", "us", or "Rushipeetham", will be taken to include such third parties.

"Website" means the website located at www.rushipeetham.com or any subsequent URL which may replace it.

"Users" means the users of the Website collectively.

"You" means a user of this Website.

OUR PRIVACY POLICY

We really value your privacy so we'd like to explain our website's policy to you. This can get quite technical but it's important that you read and understand what follows because by using rushipeetham.com – or by registering as a user of any services provided by [rushipeetham](http://rushipeetham.com) – you are agreeing to our use of your personal information as outlined below.

When you register at rushipeetham.com you will be asked to provide certain information such as your contact details. We will store this data and hold it on computers or in manual files then use this information to fulfill our agreement with you. Please note that, to provide some of our services, we may require further details from you.

We may use information that you provide or that is obtained by us to:

- Register you on our website and to administer our website services;
- Administer any prize draws or competitions you may enter;
- Carry out assessment and analysis (for example market, customer and product analysis) to enable us to review, develop and improve the services which we offer, and to enable us to provide you with information about our products and services that we think are relevant to you through our marketing activities;
- Keep you informed of such products and services (including special offers, discounts, offers, competitions and so on) by any of the following methods: email; telephone (including automated calls); SMS text message and other electronic messages such as picture messaging; post or otherwise including products and services of other companies and organizations, which we consider may be of interest to you. If you do not wish to receive information of such products and services, please untick the opt-in box when registering on the website. You will also be offered the opportunity to opt out in future marketing communications.

We will use internal and external validation and fraud checking systems to verify your identity. We may share some of your data with carefully-selected and monitored third

parties for marketing purposes but promise never to do so without obtaining your consent beforehand.