

# Terms and Conditions

Please read the following terms and conditions very carefully as your use of service is subject to your acceptance of and compliance with the following terms and conditions ("Terms").

By subscribing to or using any of our services you agree that you have read, understood and are bound by the Terms, regardless of how you subscribe to or use the services. If you do not want to be bound by the Terms, you must not use our services.

In these Terms, references to "you", "User" shall mean the end user accessing the Website, its contents and using the Services offered through the Website. "Service Providers" mean independent third party service providers, and "we", "us" and "our" shall mean Techior Solutions Pvt. Ltd..

## Introduction:

1. www.techior.com website ("Website") is operated by Techior Solutions Pvt. Ltd.(Techior), a company incorporated under the laws of India.
2. Use of the Website is offered to you conditioned on acceptance without modification of all the terms, conditions and notices contained in these Terms, as may be posted on the Website from time to time. Techior at its sole discretion reserves the right not to accept a User from registering on the Website without assigning any reason thereof.

## Products Offered:

Techior provides a number of software products through its Web Site (all such products, collectively, the "Product"). Upon placing an order, Techior shall ship the product CD to you and be entitled to its payment for the product. You can also obtain some software by downloading from the download links. You will be provided with software license key to unlock the product.

## Privacy Policy:

The User hereby consents, expresses and agrees that he has read and fully understands the Privacy Policy of Techior.com the Website. The user further consents that the terms and contents of such Privacy Policy are acceptable to him.

## Limited Use:

The User agrees and undertakes not to reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, transfer, or sell any information or software obtained from the Website.

## User Conduct and Rules:

You agree and undertake to use the Website to view the product details and purchase of the software products. By way of example, and not as a limitation, you agree and undertake that when using a Service, you will not:

1. defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others;
2. upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Website or another's computer;
3. violate any code of conduct or other guidelines, which may be applicable for or to any particular Service;
4. violate any applicable laws or regulations for the time being in force in or outside India; and

- violate any of the terms and conditions of this Agreement or any other terms and conditions for the use of the Website contained elsewhere herein.

## **Exactness Not Guaranteed:**

Techior hereby disclaims any guarantees of exactness as to the finish and appearance of the final Product as ordered by the user. The quality of any products, Services, information, or other material purchased or obtained by you through the Website may not meet your expectations completely. You can get 100% refund if you are not satisfied with the product. Your refund will be processed within 7-10 business days after we receive your refund request.

## **Intellectual Property Rights:**

Unless otherwise indicated or anything contained to the contrary or any proprietary material owned by a third party and so expressly mentioned, Techior owns all Intellectual Property Rights to and into the products, website, including, without limitation, any and all rights, title and interest in and to copyright, related rights, patents, utility models, trademarks, trade names, service marks, designs, know-how, trade secrets and inventions (whether patentable or not), goodwill, source code, meta tags, databases, text, content, graphics, icons, and hyperlinks. You acknowledge and agree that you shall not use, reproduce or distribute any content from the Website belonging to Techior without obtaining authorization from Techior.

## **Disclaimer Of Warranties/Limitation Of Liability:**

Techior has endeavoured to ensure that all the information on the Website is correct, but Techior neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data, information, product or Service. In no event shall Techior 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 Services; (b) unauthorized access to or alteration of the user's transmissions or data; (c) 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 or Service. Neither shall Techior be responsible for the delay or inability to use the Website or related services, the provision of or failure to provide Services, or for any information, software, products, services and related graphics obtained through the Website, or otherwise arising out of the use of the website, whether based on contract, tort, negligence, strict liability or otherwise. Further, Techior 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 Techior's control. The user understands and agrees that any software product 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.

## **Indemnification:**

You agree to indemnify, defend and hold harmless Techior from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection there with and interest chargeable thereon) asserted against or incurred by Techior that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by you pursuant to these Terms.

## **Pricing:**

Prices for products are described on our website and are incorporated into these Terms by reference. All prices are in Indian rupees. Prices, products and Services may change at Techior's discretion.

## **Shipping:**

Title and risk of loss for all products ordered by you shall pass on to you upon Techior's shipment to the shipping carrier.

## **Termination:**

1. Techior may suspend or terminate your use of the Website or any Service if it believes, in its sole and absolute discretion that you have breached any of the Terms.
2. You shall be liable to pay for any Service or product that you have already ordered till the time of Termination by either party whatsoever.

## **Governing Law:**

These terms 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 at Nagpur.

## **Severability:**

If any provision of the Terms is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of these Terms shall continue to be in full force and effect.

## **Report Abuse:**

If you come across any abuse or violation of these Terms, please report to [info@techior.com](mailto:info@techior.com)

## **Unauthorized Charges on your card**

If you see charges on your credit/debit card for purchases made on [www.techior.com](http://www.techior.com), but you never created an account or signed up, please check with your family members or business colleagues authorized to make purchases on your behalf, to confirm that they haven't placed the order. If you're still unable to recognize the charge, please report the unauthorized purchase within 60 days of the transaction to enable Techior to begin an investigation.

## **Cancellation of Fraudulent Orders**

To provide a safe and secure online shopping experience, we regularly monitor transactions for fraudulent activity. In the event of detecting any suspicious activity, Techior reserves the right to cancel all past, pending and future orders without any liability. Techior also reserves the right to refuse or cancel orders in scenarios like inaccuracies in pricing of product on website and stock unavailability. We may also require additional verifications or information before accepting any order. We will contact you if all or any portion of your order is cancelled or if additional information is required to accept your order. If your order is cancelled after your card has been charged, the said amount will be reversed to your Card Account.

## **What we do about mispricings?**

If an item's correct price is lower than our stated price, we charge the lower amount and send you the item. If a product's correct price is higher than our stated price, we will cancel your order and notify you of that cancellation.