

Terms & Conditions

The following T&C sets forth the Terms & Conditions for NJ Gurukul Products and related matters thereof. These terms and conditions shall be applicable on purchase of any NJ Gurukul product. Your order for purchase constitutes your "offer" which shall be subject to the terms and conditions as listed below.

NJ Gurukul Pvt Ltd. may add to or change or update/revise these Terms & conditions and disclaimers, from time to time entirely at its own discretion; without prior information to the Customers/members of the product/services of NJG.

1. DEFINITIONS

- "NJG" or "NJ Gurukul" means NJ Gurukul Pvt Ltd.
- "Product Order Form" or "POF" means the specific forms as published by NJG, either physical or online or in any other format, from time to time, for placing orders of the various NJG Products as identified therein.
- "T&C" shall mean these Terms & Conditions for NJG Products as provided by NJG and forming a part of the POF attached herewith.
- "Products" shall mean any goods/merchandise/products/services/offers/display items put up for sale by NJG for the Customers to place orders via online or offline modes.
- "The Customer" means the person eligible and authorized by NJG to request/order any NJG product, after reading and agreeing to this T&C.

2. PRODUCT PURCHASE

- The Product price covers the cost of text book, practice book, audio track pocket book, content and resources, CDs and DVD, printing and packing charges, shipping charges and is inclusive of all other taxes. All other incidental and related expenses, not specifically provided shall be borne and paid by the Customers.
- All products dispatched are duly screened to ensure that the products are of the requisite standard, quality, composition, style or model that they represent and as displayed on online desks or shown physically. However, it may have some variations with the design of the advertised product.
- Any request for cancellation of orders once duly placed, shall not be entertained.
- The product ordered by the Customer shall be dispatched at the address as specified by the Customer during placement of the order. Shipment/delivery time of order processing starts from the day of receipt of the payment confirmed against the order placed by the Customer. The Shipment/Dispatch time is 7 working days.
- In the event the product is not accepted by the Customer due to any defective/damaged products dispatched, then the same shall be replaced by the NJG at no extra cost to the concerned Customer subject to the availability of such product and adherence to the terms.
- All prices, unless indicated otherwise are in Indian Rupees. The availability of products is subject to change without prior notice at the sole discretion of NJG and orders can be cancelled if the product goes out of stock.
- NJG will not be liable for any credit card fraud because of the card being used fraudulently. The liability to use a credit/debit card or a net banking transaction fraudulently will be on the Customer and the onus to 'prove otherwise' shall be exclusively on the Customer.
- Neither NJG, nor any of its officers, group companies, directors, etc can be held responsible for any loss arising out of any transaction done in cash by any of the members or Customers or any other person. The members and Customers are specifically directed not to enter into any cash transaction with any person either from NJG or otherwise.
- In the event that a non-delivery occurs on account of a mistake by the Customer (i.e. wrong name or address) mentioned during order placement, any extra cost incurred by NJG for re-delivery shall be recovered from the Customer.
- NJG reserves the right to cancel orders for the product for any reason which can include but not limited to, the product being out of stock, or for any other reason without intimation to the Customers/members.
- NJG shall not be liable for any delay / non-delivery of the products due to flood, fire, wars, acts of God or any other cause that is beyond the control of NJG.
- NJG shall at its own discretion, introduce new products or modify, discontinue the existing products. NJG shall at its own discretion, make the necessary changes in the products and introduce new materials, resources, etc. In case such updates are being made, the Customers already provided with such products would not be eligible to receive any updated resources, materials, etc.

3. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- NJG owns all the websites, online desks, intellectual property whether of a technical, commercial or any other nature, all rights in trademarks, copyright works, workbooks, practice books, diagrams, presented or displayed or any other form as or such materials as distributed with regards to the products.
- The Customer shall not, divulge any such information to any person not authorised by NJG, in writing, to receive it and shall not utilise any secret or confidential knowledge or information or any intellectual property acquired, directly or indirectly, in connection with or as part of the product to the detriment or prejudice of the other party or use the same for any purposes. The Customer shall not copy, communicate, reproduce or make copies of such information or tools, in part or in full, in any manner or format, with or without any changes, whatsoever except to the extent expressly permitted and approved by NJG.
- NJG states that it will only use the Personal Data of the member and Customers for the purpose of carrying out its obligations hereunder and ensures that all reasonable and appropriate measures are in place to protect the Personal Data. NJG may use the data to communicate the members and the Customers of the new products, services, offers or trainings as launched or available and deemed fit by NJG.

4. INDEMNIFICATION

The Customer expressly agrees to indemnify and hold harmless NJG, its subsidiaries, affiliates, officers, and other partners, and its and their respective employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs, and expenses arising directly or indirectly from or in connection with the members and / or the Customer's acts or omissions or breach of any of these terms and conditions.

5. DISCLAIMER

- Except as expressly stated herein, NJG neither implies nor makes representations or warranties of any kind with respect to products sold by NJG. Except as expressly stated herein, NJG expressly disclaims all warranties of any kind with respect to products sold, including but not limited to, merchantability and fitness for a particular purpose.
- In no event shall NJG, its directors, officers, employees and representatives be liable for special, indirect, consequential, or punitive damages related to product(s) sold.
- If the foregoing limitations are held to be unenforceable, the maximum liability of NJG and its service providers to the Customer shall not exceed the amount of fees paid by Customer for the product that have been ordered or availed of through the NJG.
- In no event shall NJG 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; (b) the cost of procurement of substitute products; (c) any other matter relating to the product thereof.

6. MISCELLANEOUS

- **Dispute Resolution:** Any claim, controversy, difference or dispute between the Customer and NJG shall be attempted to be resolved through mutual negotiations within a reasonable period from the date of such dispute being subject to negotiations upon mutual agreement. If the dispute is not resolved by negotiation within the reasonable period, such dispute will be referred to and finally resolved by arbitration at Surat in accordance with the Indian Arbitration and Conciliation Act, 1996, for the time being in force, which rules are deemed to be incorporated by reference into this clause. A sole arbitrator appointed by NJG shall conduct the arbitration. Notwithstanding the above, NJG or the Consultant shall be entitled to approach the court of appropriate jurisdiction for the grant of any interim or equitable relief.
- **Governing Law:** All acts under this T&C shall be governed by and construed in accordance with the laws of India, without regard to the laws regarding conflicts of law. Subject to arbitration, any litigation regarding this T&C or any action at law or in equity arising out of or relating to this T&C or any matter incidental or accidental thereto shall be filed only in the competent Courts of Surat(Gujarat) alone and the Consultant hereby agrees, consents and submits to the jurisdiction of such courts for the purpose of litigating any such action.
- If any provision of this T&C is held to be invalid, illegal, or unenforceable then such provision shall be enforced to the maximum extent permissible so as to affect the intent of this T&C, all other provisions will nevertheless continue in full force and effect.
- The T&C constitutes the complete understanding between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this T&C.

I have carefully read, understood and do hereby unconditionally accept the above mentioned terms and conditions and agree to abide by the same at all times.

Name: _____

Signature: _____