

# **Terms and Conditions**

#### **USER CONTRACT**

Welcome to www.rohancardsdealernetwork.com This Web site is provided by Rohan Cards And Printers Pvt. Ltd. as a service to our customers. Rohan Cards And Printers Pvt. Ltd. is herein referred as Rohan Cards. Please review the following basic rules that govern your use of the www.rohancardsdealernetwork.com site. Please note that your use of the www.rohancardsdealernetwork.com site (the "Site") constitutes your unconditional agreement to follow and be bound by these Terms and Conditions. Although you may "bookmark" a particular portion of this Site, bypassing this Agreement, your use of this Site still binds you to these Terms and Conditions. www.rohancardsdealernetwork.com reserves the right to update or modify these Terms and Conditions at any time without prior notice to you. Your use of the Site following any such change constitutes your unconditional agreement to follow and be bound by these Terms and Conditions as changed. For this reason, we encourage you to review these Terms and Conditions whenever you use this Site.

### Geographic Area of our working

At present through this particular website we are providing printed products to our customers in India. Customers from other locations should first take confirmation from us about availability of our services / products to their location before ordering any product or services through this website.

#### Use of Site

In order to place orders on Rohan Cards through www.rohancardsdealernetwork.com you have to become a 'Authorised Dealer' or 'Authorized Reseller' of Rohan Cards. To become Rohan Card's 'Authorised Dealer' or 'Authorized Reseller' you need to formally apply and submit your detail business profile to Rohan Cards through their Sales Network / website. On approval / verification of your application, Rohan Cards will allot you a unique Log-in Id and password. It is mandatory that you change your password on first of use of this website.

You agree to use this Site in a responsible manner that is in full compliance with these Terms of Use and with local laws and regulations, including export and import regulations. Without limitation, no portion of Content may be utilized as a trademark or service mark, for any pornographic use, for any unlawful purpose or use, to defame any person, to violate any person's right of privacy or publicity, to infringe upon any copyright, trade name, trademark, service mark or other intellectual property right of any person or entity. You agree that you will not use the Site to produce Products that are offensive, unlawful, harassing, <u>libellous</u>, threatening, harmful, obscene, malicious or otherwise objectionable. Rohan Cards may terminate its service to customers found to be using www.rohancardsdealernetwork.com to engage in undesirable activities. You are solely responsible for your use of Content in combination with any other images, graphics, text or other materials you incorporate into your Products. You agree that you will not include any text, image, design, trademark, service mark, or any copyrighted work of any third party in your Products unless you have obtained the appropriate authorizations from the owners. You warrant that your Graphic Designs / Products do not infringe upon any rights of any third party, including copyright, trademark, right of publicity or privacy, and will not libel or defame any third party, and that you have all required rights or permissions necessary to incorporate third party material into your Graphic Designs / Products. By placing an order on this Site, you warrant that you have all necessary permission, right and authority to place the order and you authorize Rohan Cards to produce the Products on your behalf. It is a violation of law to place a Request in a false name or with an invalid debit /credit card. Please be aware that even if you do not give us your real name, your Web browser transmits a unique Internet address to us that can be used by law enforcement officials to identify you. Fraudulent users may be prosecuted to the fullest extent of the law.

# User's Log-In ID and Password

You agree that you are responsible for protecting your password and controlling access to your registered account. You agree that you will be responsible for all orders placed or other actions that are taken through your registered account. You can change your password any number of times by accessing the "Printer's Profile - Edit " module on this website.

#### **Payment**

All prices and amounts shown on this Site are in Indian Rupee, unless otherwise noted. If a User submits a request on the Site to purchase printing products, mailing services, design services or other services, the User agrees that all charges, taxes and shipping/handling fees will automatically be charged to the debit / credit card or paid by User with an approved payment method. We require each order to be fully paid, including shipping and handling fees, if applicable, before we complete an order. We will not start working on a print job until we receive the full payment. Once a print job has been approved by customer and "sent to press" on the Site, no changes are allowed to the artwork files, job characteristics, or printing turnaround time. After a print job has been sent to www.rohancardsdealernetwork.com's prepress department, the customer is responsible for paying the entire amount of that print job along with applicable taxes and shipping/handling fees, unless otherwise noted.

# **Refund Policy**

All sales are final. Since we customize each order according to your file and exact specifications, no refunds are given once www.rohancardsdealernetwork.com starts working on your order, which means www.rohancardsdealernetwork.com has received your necessary materials (i.e., digital files and payment) and has begun work on your job (i.e., your job is in production). If we verify that we have made an error, we will re-run the order. We must be notified within 48 hours from delivery of any defects. In order to receive the replacement, customer must return 100% of the defective order at their expense within 5 days of their receipt. We will re-run the order with the original turnaround and send them out via the same paid shipping method. Shipping is non-refundable. In some cases, a partial or full refund may be extended to the customer if no work has been completed by www.rohancardsdealernetwork.com for a specific order. Such refund would be adjusted to cover any fees charged for proofs or other services associated with that order as well as merchant bank fees on debit / credit card transactions. Each order made from www.rohancardsdealernetwork.com is a contract between you, as the customer making the order, and www.rohancardsdealernetwork.com . The fact that you have made an order on behalf of a third party does not absolve you of liability to www.rohancardsdealernetwork.com . As such, any decision by the third party not to accept the particular items printed or to cancel the order with you does not affect your liability to Rohan Cards And Printers Pvt. Ltd.

## **Our Tax Policy**

VAT / GST : Rohan Cards & Printers Pvt. Ltd. charges Value Added Tax and OR GST to orders received from within India as per the prevailing rates declared by Gov't of India and Gov't of Maharashtra. For other locations check with our customer support.

Octroi / LBT / Any Other Tax: You will have to bear the Octroi / LBT / Any Other Tax as applicable. If applicable, you agree to pay the Octroi / LBT amount in cash to the Courier agency delivering the product to you.

# **Colour Accuracy**

Rohan Cards will reproduce colour from submitted print-ready files as closely as possible, but cannot exactly match colour and density (as viewed in a 5000K light booth). Because of inherent limitations with the printing process, as well as neighbouring image ink requirements, the accuracy of colour reproduction is not guaranteed. By placing an order with www.rohancardsdealernetwork.com you agree to this limitation. We will try our best to match the gradient density of each colour, but we accept no responsibility for colour variations between submitted files and the final printed piece. Under no circumstances will a reprint be honoured for colour variations that have occurred during the printing process. We are not liable for colour matching or ink density. Thumbnails will predict design layout, text accuracy, image proportion and placement, but not colour or density. Application of UV coating may effect or change the appearance of the printed colours. We are not liable for the final colour appearance of a UV coated product.

# **No Liability for Errors**

Rohan Cards or www.rohancardsdealernetwork.com is not liable for errors in a final product caused by any of the following reasons: Misspelling, Graphics, Bleeds, Grammar, Damage Fonts, Punctuation, Wrong cuts, Incorrect or Missing Folds, Die Lines, Crop Marks, Overprint, Cracks on Folds, Finished www.rohancardsdealernetwork.com does not make any changes on customer files.

# **Overprint and Underprint Policy**

Due to the gang run method that Rohan Cards uses, we cannot guarantee that every order will be the exact number of items which are ordered. Rohan Cards can only guarantee that it will come within plus or minus 5 % of the number of items ordered.

# **Artwork Files**

Our prepress department checks all submitted artwork files before printing, but you are still 100% responsible for the accuracy of your print-ready artwork files, and we encourage carefully before submitting proofread all files www.rohancardsdealernetwork.com is not responsible for any issues as to orientation or alignment of the pages of your submitted documents. By submitting the artwork to www.rohancardsdealernetwork.com, you certify that you have the right to use the image(s) in your artwork files. DO NOT send any "one-of-kind" transparencies, prints or artwork. Although we take every precaution to safeguard your materials, we are NOT responsible for loss or damage of images or artwork. Under these Terms and Conditions, you agree that you will NOT upload any artwork files consisting of the following material: offensive, indecent or improper material, any material that could give rise to any civil or criminal liability under applicable law; and any material that could infringe rights of privacy, publicity, copyrights or other intellectual property rights without the permission of the owner of these rights and the persons who are shown in the material if applicable. We will refuse an order, which in our opinion may be illegal in nature or an infringement on the rights of any third party. You accept full legal liability for the content of material processed and printed on your behalf and under your instructions. We reserve the right to refuse an order without disclosing a reason.

# **Printing Turnaround Time**

Printing turnaround time begins once your order has been placed and your print-ready files have been uploaded to your account, attached to your printing job, and approved for printing. Printing turnaround time begins when we receive full payment. For printing jobs that do not have complete digital source files provided or have submitted files that are not print-ready, printing turnaround begins when we have your print-ready file(s), not from when the order was first submitted. For our Next Day Turnaround option, orders and files must be submitted by 2:00 pm IST. to have the item shipped out of our facility on the next business day. In other words, if you fulfil all order related formalities by 2:00pm IST on Tuesday, it will be sent out of our facility for shipping by end of business on Wednesday ( assuming Tuesday and Wednesday both are working days ) . Otherwise, your Next Day Turnaround order placed on Tuesday would ship on Thursday. This applies to Next Day Turnaround orders only. For all other turnaround options, orders and files must be submitted by 6:00 P.M IST, printing turnaround time begins the next business day. For example, a job for two-day printing turnaround that you submitted at 3 P.M. IST on Tuesday will be shipped out of our facility by end of business Thursday. Please note that Rohan Cards is closed on Sundays and Holidays. As a result, these days are not considered when calculating printing turnaround time. In addition, while Production Turnaround includes printing, cutting, and binding, it does not include design, mailing, or shipping transit times, and you should allow additional business days for delivery based on the shipping method you selected. The estimated production turnaround advertised on this site is based on the typical number of hours or days that a print job is completed under normal circumstances, excluding Sundays and holidays. Printing turnaround time for jobs with correct design file and payment is guaranteed. The remedy for failing to meet a deadline is limited to a pro-rated refund of any rush charges or a courtesy rush on your next order. Cancellation of an order based on printing turnaround time is only allowed if the customer indicates in writing (e.g., note posted to order) when placing the original order that a job in the order is time sensitive and must be shipped by target date based on printing turnaround option selected. Rohan Cards will not be responsible for shippingrelated costs on orders that do not go out by the due date.

### **Shipping / Courier**

Unless you choose Pick Up or Mailing Services, you need to select one of the shipping options presented to you on the Site. All shipping is currently done via our authorised shipping partners. When choosing a shipping option, please remember that the estimated shipping transit time is based on the number of business days in transit and does not include weekends, holidays or the day the package is picked up by the courier / transport service provider. Shipping transit times vary, and Rohan Cards assumes no responsibility for delays caused by shipping carriers, weather or any damages resulting from the failure to receive a job on time. Your order may arrive late due to unforeseen delays in delivery service, the breakdown of equipment, illness, etc. Rohan Cards responsibility is limited to preparing your printing order and delivering it to selected courier / transport company for shipping. Rohan Cards is not liable for damages which occur in shipping. If an order is not picked-up from Rohan Cards facility within 30 days, it will be recycled. Should the customer provide alternative delivery/shipping instructions before the 30 day period, the cost shall be paid by the customer.

#### **Miscellaneous**

The customer will defend and hold www.rohancardsdealernetwork.com / Rohan Cards harmless in any suit or court action brought against www.rohancardsdealernetwork.com by others for alleged damages, costs, expenses (including reasonable attorney's fees), liabilities losses resulting from circumstances or www.rohancardsdealernetwork.com , acting as the customer's agent, uses copy, photographs, or illustrations that are believed by others to be degrading, libellous or harmful to their reputations, images, or standing in the community or which in www.rohancardsdealernetwork.com 's sole judgment is an infringement on a trademark, or trade name, or service mark, or copyright belonging to others, or in a suit or court action brought against www.rohancardsdealernetwork.com for actions of the customer's employees which may occur as a result of any cause. All complaints must be registered within 48 hours of receipt of your final printing job. Should your job contain manufacturing errors and/or defects (as determined by www.rohancardsdealernetwork.com ), www.rohancardsdealernetwork.com would rerun your job at no charge. All materials we producing your printed product are the www.rohancardsdealernetwork.com . Although these materials will NOT be sold or given to any other party, we reserve the right to distribute free samples of your printed product. Please note that your printed product or images used for your printed product will not be used in any national advertising without your prior written consent.

#### **General Terms and Conditions**

# **Copyright Notice**

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### **Corporate Identification and Trademarks**

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### **Email**

We encourage you to share your comments and questions with us, but we may not be able to respond to all of them. Please note that we assume no responsibility for reviewing unsolicited ideas for our business (like product or advertising ideas), and will not incur any liability as a result of any similarities between those ideas and materials that may appear in future www.rohancardsdealernetwork.com programs. Also, please remember that you responsible for whatever material you submit and that www.rohancardsdealernetwork.com or Rohan Cards , have full responsibility for any message that you send, including its reliability, originality and copyright. Please do not reveal trade secrets or other confidential information in your messages. Any, and all, rights to materials and ideas submitted to us become the exclusive property of www.rohancardsdealernetwork.com

# **Privacy**

You confirm that you have read, understood and agree the www.rohancardsdealernetwork.com Privacy Policy, the terms of which are incorporated herein, and agree that the terms of such policy are reasonable and satisfactory to you. You of personal consent to the use your information www.rohancardsdealernetwork.com , its third-party providers, and/or distributors in accordance with the terms of and for the purposes set forth in the www.rohancardsdealernetwork.com Privacy Policy.

### **General Limitation of Liability**

THE FULLEST EXTENT PERMITTED BY LAW, IN NO **EVENT** SHALL www.rohancardsdealernetwork.com INCLUDING ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, OR AFFILIATES (COLLECTIVELY, THE "COVERED PARTIES") — BE LIABLE FOR ANY INJURY, DEATH, LOSS, CLAIM, DAMAGE, ACT OF GOD, ACCIDENT, DELAY, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, OR OTHERWISE, WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH ANY USE OF THIS SITE OR WITH ANY DELAY OR INABILITY TO USE THIS SITE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS OR SERVICES OBTAINED THROUGH THIS SITE, MISTAKE, OMISSION, VIRUS, DELAY, OR INTERRUPTION OF SERVICE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ROHAN CARDS BE LIABLE OR RESPONSIBLE FOR ANY DAMAGES OR CONSEQUENCES ARISING FROM OR RELATED TO YOUR INAPPROPRIATE OR UNAUTHORISED USE OF THIS SITE OR ITS CONTENT.

If, notwithstanding the above, a Covered Party is found liable for any loss or damage relating to the use of this Site, the User agrees that the liability of any such party shall in no event exceed the fee or charge to the User assessed www.rohancardsdealernetwork.com for making a Request.

#### Indemnification

You agree to defend, indemnify and hold harmless www.rohancardsdealernetwork.com and its affiliates from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the Site. You also certify that you own rights to or have a license to use the image(s) being reproduced as part of your order.

#### **Third Parties**

If you use this Site to submit Requests for or on behalf of a third party ("Third Party"), you are responsible for any error in the accuracy of information provided in connection with such use. In addition, you must inform the Third Party of all Terms and Conditions applicable to all products or services acquired through this Site, including all rules and restrictions applicable thereto. Each User using this Site for, or on behalf, of a Third Party agrees to indemnify and hold each Covered Party harmless from, and against, any and all liabilities, losses, damages, suits and claims (including the costs of defence), relating to the Third Party's or the User's failure to fulfil any of its obligations as described (above). The User is directly responsible for any Request submitted, including related fees, charges and performance obligations.

## **User Comments, Feedback and Other Submissions**

All comments, feedback, suggestions and ideas disclosed, submitted or offered to a Covered Party in connection with your use of this Site (collectively, "Comments"), shall become and remain the exclusive property of www.rohancardsdealernetwork.com . The Comments may be used by a Covered Party in any medium and for any purpose worldwide, without obtaining your specific consent and you relinquish all rights to such Comments. No Covered Party is under any obligation to maintain your Comments (and the use of your first name and first initial of your last name with any comments) in confidence, to pay to you any compensation for any Comments submitted or to respond to any of your Comments. You agree you will be solely responsible for the content of any Comments you make.

#### Links to other Web sites and Services

To the extent this Site contains links to outside services and resources, any concerns regarding such services or resources should be directed to the particular outside service or resource provider. None of the Covered Parties guarantees or warrants the accuracy or completeness of the information or content included on the Web sites of these outside services and resources. The outside services and resources are in no way related to www.rohancardsdealernetwork.com , and are neither its employees nor agents.

# **Termination of Usage**

User access to all or part of this Site may be terminated or suspended at any time, without notice and for any reason.

#### **Entire Agreement**

These Terms and Conditions, together with the Privacy Policy and those terms and conditions incorporated herein or referred to herein, constitute the entire agreement (collectively, the "Agreement") between you and each Covered Party relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on this Site. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

### **Governing Law**

The internal laws of the India shall govern the performance of these Terms and Conditions. You consent to the exclusive jurisdiction and venue of the courts located in Pune, Maharashtra State, India for all disputes arising out of, or relating to, the Terms and Conditions, Privacy Policy and use of this Site.