

Terms & Conditions

Thank you for your interest and welcome to our website, www.pupscribe.in (“Pupscribe” “us”, “our” or “we”). This Website is owned and operated by Pupscribe Enterprises Private Limited. By using our website, you are agreeing to comply with and be bound by the following Terms of Service. Please review the following terms carefully. If you do not agree to these terms, you should not use the website or the services and products offered through our website.

- **Eligibility**

You must be at least eighteen (18) years of age to use the Services of this website. By agreeing to these terms, you represent and warrant to us: (i) that you are at least eighteen (18) years of age; (ii) that you have not previously been suspended or removed from the Service; and (iii) that your registration and your use of the Service is in compliance with any and all applicable laws and regulations. If you are using the Service on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind such organization to this Agreement and you agree to be bound by this Agreement on behalf of such organization.

- **Website and its Content**

Users have a personal, non-transferable, non-exclusive right to access and use the Content and Services of this Website subject to these Terms and Conditions. The term “Content” means all information, text, images, data, links, software, or other material accessible through the Website or Services, whether created by us or provided by another person for display on the Website.

The Content may contain typographical errors, other inadvertent errors or inaccuracies. We reserve the right to make changes to document names and content, descriptions or specifications of products or services, or other information without obligation to issue any notice of such changes.

Nothing contained on this Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use this Website or any Content displayed on this Website, through the use of framing or otherwise, except: (a) as expressly permitted by these terms of use; or (b) with our prior written permission or the permission of such third party that may own the trademark or copyright of material displayed on this Website.

- **User Accounts**

To access most features of the Service, Users will be required to register by creating your own account. When you register with an account, you may be required to provide us with some information about yourself and your pet (such as your name, e-mail address or other contact information, pets age, pets weight etc.). You agree that the information you provide to us is accurate and that you will keep it accurate and updated at all times.

When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password. You agree to accept responsibility for all activities that occur under your account. If you have reason to believe that your account is no longer secure, then you must immediately notify us at info@barkbutler.in.

We use a third party payment service in lieu of directly processing your payment information. By submitting your credit/ debit card, net banking information, you grant Pupscribe the right to store and process your information with the third party payment service, which may change from time to time; you agree that Pupscribe will not be responsible for any failures of the third party to adequately protect such information. All financial matters regarding your information are subject to the conditions of the third party payment service provider's terms of service; the current version of which is attached as a link at <https://razorpay.com/terms/>. You acknowledge that we may change the third party payment service and move your information to other service providers that encrypt your information using secure socket layer technology (SSL) or other comparable security technology.

- **Registration & Membership**

In order to make purchases through our Website, you may be required to register yourself on our Website. To register, you provide information about your dog including its size, age etc. your shipping information including your address, your valid email address and phone number, payment details during checkout and password to create your login profile. All information that you provide to us, including your credit card information, is subject to our Privacy Policy. You are responsible for keeping your registration information up to date through your account page on the Website. As a registered user of Pupscribe, you agree to receive emails promoting any special offer(s), including third party offers. We may from time to time send you our monthly newsletter. You may opt-out from receiving special promotions or our newsletter by emailing info@barkbutler.in.

- **Delivery and Shipping**

Orders that are returned to us due to inability of the member to accept the parcel (member unavailable, out of station, incomplete address, member shifted, etc.) will be re-shipped whenever you want us to deliver it. All reshipping order will be dispatched only after the payment for the same is made online or other arrangements are made for the same.

We provide free shipping, nevertheless, Users may be liable to pay additional shipping costs in the event a product(s) is returned as not-received.

- **Billing & Payments**

The price of products is payable in full before delivery.

You acknowledge that Pupscribe will not be liable for any damages, interests or claims etc. resulting from processing or storing card information or not processing a payment transaction or any delay in processing a payment transaction which is beyond control of Pupscribe or its service providers. You agree that we will not be liable for any loss caused by any unauthorized use of your credit card or any other method of payment by a third party in connection with the Site.

- **Cancellations**

Without prejudice to what is stated above, any cancellation requests that are received after a Product is dispatched, Pupscribe may still accommodate the users cancelation request at its sole discretion and a 'Shipping & Handling' Fee of INR 200/- will be adjusted against the refundable amount. The same shall be applicable to shipments, which are returned as not-received.

We may terminate your membership, without notice, for conduct we believe violates these Terms and Conditions or our policies, is harmful to our business interests, or for an inactive account.

- **Product Recommendation**

All recommendations by our team are presented in good faith and believed to be correct to the best of our knowledge and representations of the manufacturer of the particular product/item. Customers must use their own discretion whilst using and/or giving the Products to their dogs.

- **Warranty and Liability**

All products are provided and shipped on an “as is basis”, i.e. as provided by the respective manufacturer or distributor, and, to the extent allowed by applicable law, without warranty of any kind by Pupscribe, including warranty of merchantability and of use for a specific purpose. All goods are subject to the

manufacturer's warranty, if any. Under no circumstances will Pupscribe, its operators, officers or employees be liable for any damages whether direct, proximate, indirect, however remote, special, consequential or exemplary (including but not limited to legal fees, lost profits, loss of use or your cost of replacement) and regardless of whatever legal theory is advanced.

You agree that the maximum extent of our liability for any type of damages or claims, arising for any reason, and your sole and exclusive remedy, shall be, as described above and/or as per our replacement policy, for your products ordered from us. Users acknowledge that Pupscribe shall not be responsible for your use of the products, including any allergic reaction thereto.

- **Copyright and Intellectual Property**

All information displayed, transmitted or carried on our website is protected by copyright and other intellectual property laws. This site is designed, updated, maintained and owned independently and exclusively by Pupscribe Enterprises Private Limited, Mumbai, India. You cannot and should not modify, publish, transmit, transfer, sell, reproduce, create derivative work from, distribute, perform, display or in any way commercially exploit any of the content of Pupscribe. We reserve the right to undertake appropriate legal proceedings if any person is found to be using, and/or misusing the information provided on our website in similar or identical manner.

- **Indemnification**

By using this Website, and our Products, you agree to indemnify, hold harmless and defend Pupscribe from any claims, damages, losses, liabilities, and all costs and expenses of defense, including but not limited to, attorneys' fees, resulting directly or indirectly from a claim by a third party that arises in connection with use of this Website, Services, or Products by you or any other person accessing the Website using your member login account.

- **Replacement and Return Policy**

We make great efforts to source products suitable for your dogs, and are sure that your dogs will love our selection. To back this, and ensure complete customer satisfaction, we will happily replace any item that you are not happy with, **provided that the same is communicated at info@barkbutler.in, within 48 hours of receiving the item.** Once we receive your request for replacement we will contact you and work out logistics for the replacement.

Please note, the item must also be maintained in a brand new, unused condition with all labels and packaging intact. Once we receive a request for replacement, we will contact the said user and make arrangements for the same.

There will be no shipping charge for replacement requests in Mumbai. Users from all other cities will be required to ship the product that they wish to replace to us, the replaced product will be shipped for free by us.

In the rare event that a product is accidentally damaged in transit, we would be happy to replace it with another piece of the same product or with an item of the same or higher price. Please note that the issue must be communicated to us within 48 hours of delivery of your box via [email to info@barkbutler.in](mailto:info@barkbutler.in), along with a picture of the damaged product. We do not charge any shipping charges for replacement of damaged goods.

- **Disclaimer of Warranty**

You are solely responsible for determining if the products offered are suitable for use or consumption by your dog. We are not able to provide any assurances regarding allergies. Under no circumstances will we be liable for any loss or damage caused by your use of the products or your reliance on information any content on this website. You agree that your sole and exclusive remedy arising from or relating in any way to any product shall be its replacement or a credit towards another monthly shipment, in our discretion. You may return defective products only within forty eight (48) hours of delivery. Except as expressly provided herein above, all products supplied, and all text, images, and other information on or accessible from this website are provided “as is” without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Specifically, but without limitation, Pupscribe does not warrant that: (i) the information available on this website is free of errors; (ii) the products or services are not defective; (iii) the functions or services (including but not limited to mechanisms for the downloading and uploading of content) provided by this website will be uninterrupted, secure, or free of errors; (iv) defects will be corrected, or (v) this website or the server(s) that makes it available are free of viruses or other harmful components.

- **No Implied Endorsements**

In no event shall any reference to any third party or third party product or service be construed as an approval or endorsement by Pupscribe of that third party or of any product or service provided by a third party. Likewise, a link to any third party

Website does not imply that we endorse or accept any responsibility for the content or use of such a Website. Pupscribe does not endorse, warrant or guarantee any product or service offered by any third party through an online discussion forum or chat room accessible through this Website and will not be a party to or in any way monitor any transaction involving any third party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you are responsible for exercising appropriate judgment and caution.

- **Disputes**

If there is any dispute about or involving the Site, you, by using the Site, agree that the dispute will be governed by the laws of the Republic of India. You agree to be governed under the exclusive jurisdiction of the Courts of Mumbai, Maharashtra. Furthermore in the event of a dispute the same will be first attempted to be resolved through mutual discussion and thereafter by way of Arbitration. The Arbitration shall be conducted by a sole Arbitrator, mutually appointed by the parties in dispute. The seat of Arbitration shall be in Mumbai and be conducted in terms of the Arbitration and Conciliation Act, 1996.

- **User Comments, Posts, Etc.**

If the Website contains message/bulletin boards, chat rooms, or other message or communication facilities (collectively referred to as "**Forums**"), you agree to use the Forums only to send and receive messages and material that are proper and related to the particular Forum. You agree that the Website shall not be liable for any messages or content posted by you and further agree that whilst using any Forum, you shall not do any of the following:

1. Defame, abuse, harass, stalk, threaten, troll or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
2. Publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent or unlawful material or information in any manner way or form;
3. Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity);
4. Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Website or of another's computer/ system or use of the Website;
5. Conduct, post, solicit or forward surveys, contests, or chain letters;\
6. Download any file posted by another user of a Forum that you know, or reasonably should know, cannot be legally distributed in such manner.

- **International Access**

This Website may be accessed from countries other than India. This Website and the Services may contain products or references to products that are only available within India. Any such references do not imply that such products will be made available outside India. If you access and use this Website outside India you are responsible for complying with your local laws and regulations.

- **Jurisdiction**

The terms of this agreement are exclusively based on and subject to Indian law. You hereby consent to the exclusive jurisdiction and venue of courts in Mumbai, India with regards to any and all disputes arising out of or relating to the use of the Website or content provided therein. Use of the website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph

- **Entire Agreement**

These Terms and Conditions constitute the entire agreement between the parties relating to the subject matter herein. We may, at our sole discretion and without notice, revise these terms at any time by updating this posting.

For Additional Information

If you have any questions about these Terms and Conditions, please feel free to write to us at info@barkbutler.in

Privacy Policy

This privacy and cookie policy has been compiled to better serve those who are concerned with how their Personal Information is being used online. Personal Information is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. Please read our privacy policy carefully to get a clear understanding of how we collect, use, protect or otherwise handle your Personal Information in accordance with our website.

- **What personal information do we collect from the people that visit our blog, website or app?**

When ordering or registering on our site, as appropriate, you may be asked to enter your name, email address, mailing address, phone number, credit card information or other details to help you with your experience.

- **When do we collect information?**

We collect information from you when you register on our site, place an order, subscribe to a newsletter, fill out a form or enter information on our site, provide us with feedback on our products or services.

- **How do we use your information?**

We may use the information we collect from you when you register, make a purchase, sign up for our newsletter, respond to a survey or marketing communication, in the following ways:

- To personalize your experience and to allow us to deliver the type of content and product offerings in which you are most interested.
- To improve our website in order to better serve you.
- To allow us to better service you in responding to your customer service requests.
- To administer a contest, promotion, survey or other site feature.
- To quickly process your transactions.
- To ask for ratings and reviews of services or products.
- To follow up with customers after correspondence (live chat, email or phone inquiries)

- **How do we protect your information?**

An external payment gateway, **Razorpay** handles all credit card, debit card and internet banking transactions. We use regular malware scanning and have put in place the use of Site Lock & Leech Protection to block any request to corrupt data of any kind from unknown sources and entities.

Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to

keep the information confidential. In addition, all sensitive/credit information you supply is encrypted via Secure Socket Layer (SSL) technology.

We implement a variety of security measures when a user places an order to maintain the safety of your personal information.

All transactions are processed through a gateway provider and are not stored or processed on our servers.

- **Do we use 'cookies'?**

Yes. Cookies are small files that a site or its service provider transfers to your computer's hard drive through your Web browser (if you allow) that enables the site's or service provider's systems to recognize your browser and capture and remember certain information. For instance, we use cookies to help us remember and process the items in your shopping cart. They are also used to help us understand your preferences based on previous or current site activity, which enables us to provide you with improved services. We also use cookies to help us compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future.

We use cookies to:

- Help remember and process the items in the shopping cart.
- Understand and save user's preferences for future visits.
- Compile aggregate data about site traffic and site interactions in order to offer better site experiences and tools in the future. We may also use trusted third-party services that track this information on our behalf.

You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser settings. Since each browser is a little different, look at your browser's Help Menu to learn the correct way to modify your cookies.

If you turn cookies off, some of the features that make your site experience more efficient may not function properly. It won't affect the user's experience that make your site experience more efficient and may not function properly.

- **Third-party disclosure**

We do not sell, trade, or otherwise transfer to outside parties, your Personal Information unless we provide users with advance notice. This does not include website hosting partners and other parties (logistics partners) who assist us in operating our website, conducting our business, or serving our users, so long as those parties agree to keep this information confidential. We may also release information when it's release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property or safety.

However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

- **Third-party links**

Occasionally, at our discretion, we may include or offer third-party products or services on our website. These third-party sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

- Google

Google's advertising requirements can be summed up by Google's Advertising Principles. They are put in place to provide a positive experience for users.

<https://support.google.com/adwordspolicy/answer/1316548?hl=en>

We use Google AdSense Advertising on our website.

Google, as a third-party vendor, uses cookies to serve ads on our site. Google's use of the DART cookie enables it to serve ads to our users based on previous visits to our site and other sites on the Internet. Users may opt-out of the use of the DART cookie by visiting the Google Ad and Content Network privacy policy.

- We have implemented the following:

We, along with third-party vendors such as Google use first-party cookies (such as the Google Analytics cookies) and third-party cookies (such as the DoubleClick cookie) or other third-party identifiers together to compile data regarding user interactions with ad impressions and other ad service functions as they relate to our website.

- Opting out:

Users can set preferences for how Google advertises to you using the Google Ad Settings page. Alternatively, you can opt out by visiting the Network Advertising Initiative Opt Out page or by using the Google Analytics Opt Out Browser add on.

- How does our site handle Do Not Track signals?

We honor Do Not Track signals and Do Not Track, plant cookies, or use advertising when a Do Not Track (DNT) browser mechanism is in place.

- Does our site allow third-party behavioral tracking?

It's also important to note that we allow third-party behavioral tracking.

In order to be in line with Fair Information Practices we will take the following responsive action, should a data breach occur:

We will notify the users via in-site notification within 2 business days.

