



E SHOP T&C



1. General Introduction

The present document contains the policy, terms and conditions, etc. Please read the following document carefully before using our service of "IMC e-shop", hereinafter referred to as "Shop". We collect, use and disclose the information provided by you to provide you with a better service and to facilitate the transaction. Any use of the IMC's e-shop by any person is governed under the present document and as such is legally binding. Usage of the IMC website and e-shop by any person is deemed as consent to be bound by the following covenants, terms and conditions in addition to any other applicable policies.

By using our services and website you agree to the below-mentioned stipulations and collection of personal data and other data by us, in order to deliver seamless and efficient services.

2. Interpretation

The words as defined here in below shall have the meaning as assigned to them herein. Further, words defined herein will have the same meaning as assigned herein irrespective of being used in singular or plural form.

3. Definitions

a)	Account	refers to the unique account ID created and protected by password as set by you, to enable you to utilise the complete services offered by our website and Shop.
b)	Company	refers to the International Marketing Corporation Private Limited incorporated under the Companies Act having CIN U15490PB2013PTC038243 and registered address at Inside Guru Nanak Dev Bhawan, Near Bharat Nagar Chowk, Ludhiana, Punjab-141008, hereinafter referred to as either "the Company", "We", "Us" or "Our".
c)	Device	refers to the machine/device through which any person is accessing the website and services of the Company.
d)	Goods	refers to the goods/ items/ products etc offered for sale or sold through our services.
e)	Orders	refers to a purchase request/order placed by You through our services.
f)	Personal Data	refers to an information as provided or collected by our website or us or our Store and which relates to an identified or identifiable individual.
g)	Services	refers to the various services provided through our Website and Store.
h)	Service Providers	refers to all third party service providers which process data on behalf of the Company to either provide the services or process the data to help analyse how the services are running or to improve the delivery of the services etc.
I)	Usage Data	refers to the data collected automatically during the usage of our services or associated with it.
j)	Website	refers to our website and which is accessible at: www.imcbusiness.com
k)	You	refers to the natural individual accessing or using our services, including the individuals accessing or using our services on behalf of other legal entities.

Further, the terms not defined herein but have been defined in other Company official Documents such as Code of Ethics shall have the same meaning as assigned to them therein. Terms not defined explicitly herein or in other Company's literature shall have their dictionary meaning or as assigned to them in common parlance.

4. Acknowledgement

These are the terms and conditions and policies etc. which govern the use of our Services and the agreement that operates between You and Us. The present document set out all the rights and obligations of all users regarding the use of our Services.

You represent to us that You have attained the age of majority under the applicable laws and are not prohibited otherwise to enter into a legal contract. All/any under-age/ minor individuals are prohibited by Us to utilise the resources and Services of the Company.

Accessing the Services of the Company is deemed to be acceptance of the stipulations made in the present document and the same shall apply to all visitors who access or use the Services. In case, You disagree with all or any of the stipulations mentioned herein, You may not use the Services so provided, otherwise any usage against any such disagreement or communication to that effect shall stand null and void.

5. Account

You need an account to utilise our services and for placing order through our store. After you have successfully created an account, either as a Business Associate or Preferred Customer, the discounts as applicable for Associates or Preferred Customers are applied automatically by way of logging into such Account. You are required to keep your Account credentials confidential and private any misuse of the account shall be at your own cost and risk.

The Account is a limited licence granted by the Company to You to facilitate access of the Services and as such the Company remains the owner of your Account. The licence to use and operate the Account thus can be revoked without any notice by the Company, and any loss/damage caused due to the same, whether directly or indirectly, is not the liability of the Company.

6. Orders

We strive to deliver your orders as fast as possible, knowing your love for our products. To make it easier for our Associates and Preferred Customer, we have made provisions to have their existing account credentials to login into our Services, specifically IMC e-shop. The discount as applicable to the Associate or Preferred Customer shall be applied automatically once you've logged into Your Account registered under the same designation/ role/ status, either being Business Associate or Preferred Customer and the final invoice will be raised accordingly.

To make faster delivery, we connect You to our nearest IMC Distributor/Branch etc. with the help of the PIN code you enter. You consent to sharing of your contact details with such Distributor/Branch. Please note that availability of the products is mapped to the distributor/branch based on PIN code fed by you. It is thus pertinent that you enter the correct PIN code to enable us to serve you better.

Further, there is no minimum order limit on IMC e-shop. Howsoever, we have prescribed a minimum limit for free delivery and lay a flat fee on orders below the said amount as per our Shipping Policy.

It is also clarified that mere addition of items in the cart doesn't warrant their availability or are not excluded from other person/s making the order. Orders stands to be modified/ cancelled even after successful completion of payment, if the product is no longer available for delivery or any other issue arises.

7. Payments

To successfully place an order, it is required that the amount shall have been recorded in our accounts and until such event happens, the order is not deemed to have been successfully placed. We take services of leading payment gateways (third party services) to make the process of payment as secure, fast and reliable for You. However, we do not own/ control these payment gateways and as such it is highly recommended that you read their terms of use and other policy documents carefully. Further, we do not store any payment credentials such as Card Numbers, CVV, Net banking log-in details, etc. and as such you might be required to enter the said credentials every time you place an order.

If you face any issue with relation to payment, please feel free to contact us at our grievance redressal contact details.

8. Shipping

Shipping of the orders placed by you is governed by the Shipping Policy as available on the IMC's website from time to time.

9. Coupons & Discounts

Coupon codes are the sole discretion of the Company and are applicable as per the wish of the Company. A coupon code is valid as per its terms and conditions. The Company can alter/ modify/ waive/ remove the coupon code/s at any time and without any prior notice. Further, it can specifically block all or any of the coupon code/s for specific Accounts due to any reasons and the communication of the same may or may not be communicated to You at the sole discretion of the Company.

Company reserves the right to publish, recall or block coupons codes and offers as it deems fit and without any prior notice to that effect.

All Offers and Coupon Codes as applicable and live at the moment will be made available, with best efforts at the earliest, at the Product checkout page of your cart.

However, the Company doesn't warrant the same to be up-to-date, accurate and correct at any given moment.

Further, Discounts available to our Business Associates and Preferred Customers shall be automatically applied once you have logged in to Your Account registered under the same designation/ role/ status either being Business Associate or Preferred Customer.

It is expressly stated that You cannot hold the Company liable for non-working/ working/ applicability/ non-applicability of any offer or coupon code as the same are issued, applicable and disposed off at the sole discretion of the Company.

10. Cancellations, Returns and Refunds

We offer exchange, return and refund of the orders placed as applicable from time to time and in accordance with Exchange, Return and Refund Policy as available on our website. No other oral term or arrangement surpasses the policy unless in writing and duly executed by us.

11. Third-Party Links

Our Services may contain links to sources (web-sites, services etc.) which are outside Our control or are not owned by Us. As such, We are not responsible for any content or services or policies offered/ followed by such third party links, services or websites. You are solely responsible for visiting them and any actions or consequences thereafter clicking on the said links. You acknowledge that You cannot hold the Company liable for any loss/ damage/ data breach caused or alleged to be caused, either directly or indirectly, in relation to the use of such third-party links/ websites/ services.

We highly recommend You read the policies, terms and conditions of such third-party links.

12. Termination

You acknowledge that the services are accessible to You by the consent of the Company. We further reserve the right to terminate Your access to Our Services with immediate effect without any prior notice for any reason as deemed fit by us or if you breach the stipulations made herein.

Further, upon termination of Your access, You will have no right to access or use the Services and/or Account provided by the Company.

13. Limitation of Liability

We strive to provide seamless services however, in cases where You might incur damages, the liability of the Company shall be limited to the transaction amount involved or Rs. 1000/- (Rupees One Thousand) whichever is lower.

Further, it is made clear that the Company shall not be liable for any special, incidental or consequential damages or loss whatsoever, including but not limited, damages for loss of profits, loss of data or information, data breach, privacy breach, business losses, personal losses etc. arising out of or incidentally related to the use of or inability to use thereof the Services provided by the Company and/ or the Third Party services (both software & hardware) or otherwise in connection with any stipulations of the present document to the maximum extent permissible under applicable law. The same stands true even if the Company or any of its employee or supplier etc. have been advised of the possibility of the dangers/ damages and even if the remedy fails of its essential purposes.

14. Disclaimer "AS IS" and "AS AVAILABLE"

The Services provided by Us to You are on "as is" and "as available", and with all faults and defects and have no warranties of any kind attached to them. We along with our affiliates, service providers etc. expressly renounce all warranties, whether expressed, implied, statutory or otherwise with respect to the Services. The renunciation by Us includes the implied warranties that may arise during the course of dealing, performance, usage or trade practices.

In addition to the foregoing, We further do not warranty or provide any representation that the Services as provided by us will help you achieve any intended results, your requirements, be compatible or work with any software or operating system or service or be error free or free from any defect or malicious programs or such defects will be corrected.

Without limitation to the foregoing limitations and to the maximum extent permissible under law, We or anyone associated with Us makes no warranties, both express or implied, as to the:

- i. Operation or availability of the Services provided
- ii. Content or information or materials supplied
- iii. Accuracy, reliability or up-to-date of the information or content or otherwise in relation to the Services or the same being without any kind of error
- iv. Services provided to be uninterrupted or error free
- v. Services, including but not limited to mails sent, to be free from malware, viruses, trojans or other malicious programs

15. Ownership

The intellectual property, products and other ancillary rights as associated with the Company, our products, services offered and any other additional resources owned by the Company are not by action of yours are assigned or transferred or made available to you. They belong to the Company and will be so in any event unless a written agreement stating otherwise is executed between you and the Company.

16. Governing Laws and Dispute Resolution

The laws of India will govern the present terms and conditions and any dispute in relation to the same will be under the jurisdiction of the Indian laws and court at Ludhiana shall have jurisdiction to resolve any dispute. Further, if there is dispute that arises between You and Us or any other third party, then the parties in question will try to resolve the conflict by mediation and amicably. However, if the same is not resolved within 15 days from the date the dispute was first tried to be resolved amicably or from the date when the dispute first arose then the dispute will be referred to a sole Arbitrator appointed by the Directors of our Company under the Arbitration and Conciliation Act, 1996. The seat and venue of the Arbitration shall be Ludhiana or as communicated by the Company. The decision of the Arbitrator shall be final and binding.

17. Severability

In case any provision of these Terms and Conditions shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

18. Waiver

Any delay, omission, indulgence or forbearance by either party to exercise any of the rights nor any non-compliance by a party under this agreement shall not be construed as a **waiver** of that right, nor shall it impair such right on future occasions.

19. Translation

This Agreement is in English language only, which language shall be controlling in all respects, and all versions hereof in any other language shall be for accommodation only and shall not be binding upon the Parties.

20. Amendments

The Company has the sole authority to amend the present terms and conditions at any time without notice and such terms and conditions will be applicable as and when the same are uploaded on the website and made applicable. Any use of the Services offered by You will be considered as deemed and implied acceptance of such amended terms and conditions. If you have any problem with any of the terms and conditions as set herein or as are amended from time to time, then we advise you not to use the Services offered by the Company. As otherwise, you will be covered by the present terms and conditions or as are amended from time to time.

21. Contact Us

In case of any dispute, discrepancy or query regarding the present terms and conditions, you can reach us by the following methods:

1. Phone : 9809843098
2. E-mail : support.eshop@imcbusiness.co.in
3. Via mail at : **International Marketing Corporation Pvt. Ltd.**

Regd. Office: IMC Bhawan, Inside Guru Nanak Dev Bhawan,
Near Bharat Nagar Chowk, Ludhiana-141001

