

Acceptance of General Terms & Conditions

Thank you for visiting www.egfill.com ("Site"). Please read these General Terms and Conditions ("Terms") carefully. In these Terms, the term "you", "your" refers to the user or viewer of the Site and the terms "Egfill", "our", "us", "we" refers to Evcaskacare Private Limited, a company incorporated under the laws of India includes its affiliates. These Terms govern your access and use of this Site, which is hosted by Evcaskacare Private Limited, a company incorporated under the provisions of the Companies Act, 1956 with its registered office at Nagaon, Assam, India

By accessing and/or using this Site, you confirm that you are competent to contract under the relevant laws and that you agree to be bound by these Terms and to any additional guidelines, restrictions, or rules that may be posted in connection with specific sections or services of this Site. All such additional posted guidelines, restrictions, or rules are hereby incorporated by reference into these Terms. "Egfill" reserves the right to make changes to the Site and/or update these Terms at its discretion at any time without prior notice. Any change or modification to the Terms will be effective from the date of such update on the Site. Your continued use of the Site following the modifications to the Terms constitutes your acceptance of the modified Terms.

You further agree that we may provide all legal communications and notices to you electronically by posting them on our Site or, at our election, by sending an e-mail to the e-mail address provided by you to us when you registered on our Site. You may withdraw your consent to receive communications from us electronically by contacting customer care. However, if you withdraw your consent to receive our communications electronically, you must discontinue your use of your account.

Eligibility to Use

Use of the Site is available only to such persons who can legally contract under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872, including minors, un-discharged insolvents etc. shall not be eligible to use the Site.

Any minor desirous to use or transact on the Site, is required to conduct such transaction only through their legal guardian or parents.

By accepting the Terms or using or transacting on the Site, you irrevocably declare and undertake that you are of legal age i.e., 18 years or older, of sound mind, and capable of entering a binding contract and such usage shall be deemed to form a contract between the Site and such User to the extent permissible under applicable laws.

Use of Site

Before you can place an order online or use certain of the services or features offered on this Site, you will need an “Egfill” account. We provide a single sign-on functionality, which allows us to offer features such as the ability to use your log-in credentials . Please read our “Egfill” Account Terms.

By reason of you agreeing to these Terms and registering for an “Egfill” account, you are granted permission to access and use this Site and “Egfill” .No other download, retention, use, publication, or distribution of any portion of the Egfill Content is authorized or permitted. Obtaining Products from “Egfill” does not entitle you to use any portion of Egfill Content apart from the finished Products as they are supplied by Egfill. You further, represent, warrant and confirm to “Egfill” that the Products ordered by you and made and printed for you by “Egfill” do not infringe upon any rights of any third party, including copyright, trademark, tradename, right of publicity or privacy, and shall not cause libel, defame, abuse, harass, stalk, threaten or violate the legal right of any third party. You further agree that you will not publish, produce, post, upload, distribute or disseminate any inappropriate, profane, defamatory, hateful, infringing, obscene, indecent, or unlawful topic, name, material or information. By placing an order on this Site, you warrant that you have obtained all the necessary permission, consent, no-objection, authorisation, right and authority to place the order for the Products and you authorize “Egfill” to produce the Products on your behalf.

You agree to use this Site in a responsible manner that is in full compliance with these Terms and with your local laws and regulations, including export and import regulations. You agree that you will not use the Site to produce Products that are offensive, unlawful, harassing, libelous, threatening, harmful, obscene, malicious, or otherwise objectionable. “Egfill” reserves the right, in Egfill’s sole discretion and without prior notice, to refuse to accept, or maintain any images, document layouts, templates, artwork, text, graphics, illustrations, logos, photos, audio, video, music, fonts, blog posts, trademarks, service marks, or other content uploaded or otherwise provided by you to ‘Egfill” (“User Content”) or to process any order at any time and without assigning any reason. “Egfill” also may terminate its service to and/or the accounts of customers found to be using “Egfill” to engage in undesirable activities or otherwise violating these Terms.

You are solely responsible for your use of “Egfill” Content in combination with any User Content you incorporate into your Products.

“Egfill” makes no representations concerning any content posted or produced by others through the Site. “Egfill” is not responsible for anything produced on the Site or by using the tools available on the Site, including but not limited to the accuracy, copyright compliance, legality, or decency of content produced by you through the Site. You release us from all liability relating or arising out of that content created by you and/or made by “Egfill” pursuant to an order placed by you on the Site. You agree to not create and content or order any Product displaying any content which is (i) in violation of the Emblems and Names (Prevention of Improper Use) Act, 1950, and the rules, schemes, guidelines issued thereunder, or (ii) showing a person to be a representative of a constituency as referred to in The Representation of the People Act,

1951, or any authority referred to thereunder. You alone shall be responsible for any liability arising out of such content or Product.

In the circumstance where “Egfill” suspects your use of the Site and/or the “Egfill” Content thereof or User Content to be unlawful, then notwithstanding any other rights available to “Egfill” under these Terms and in law, “Egfill” may report such suspected unlawful activity to law enforcement officials, and/or the relevant regulatory authority, and disclose such information relating to your Vista account, as maybe necessary or called upon by such officials or authority including information relating to the email address(es) provided by you, contact details, usage history, posted materials, IP addresses and traffic information.

Taxes

You agree to pay GST or other similar taxes, whether international, national, state, or local, however designated, which are levied or imposed or may be levied or imposed, with respect to any Product ordered by you on the Site. You shall also be responsible and liable for any fees, including attorney and collection fees, that “Egfill” may incur in its efforts to collect any remaining balances due from you. This Section shall in no way limit any other remedies available to “Egfill” at law or in equity.

You agree to mention GST registration number and Entity Name, if applicable. You shall ensure that the GST registration number and the Entity Name, if applicable, corresponds to the billing address provided, as no change in the said details will be allowed once the order is placed.

You further acknowledge that “Egfill” will not be responsible for verification of GST registration number and the Entity name, if applicable. Any tax liability arising consequent to non-compliance of law or due to furnishing of incorrect GST registration number and the Entity name, if applicable, shall be borne by You. In the event, you fail to furnish GST registration number at the time of placing the order, you shall be treated as ‘unregistered’. In such circumstances you may not be able to avail any input tax credit. You are advised to independently assess your tax liability in such circumstances.

In any case, the liability of “Egfill” under GST would be limited to the amount of tax charged by “Egfill”.

Shipping and Delivery

All Products purchased from the Site shall be delivered to the Member by the Logistics Partner engaged by “Egfill”.

“Egfill” will endeavor to exercise its best efforts to provide expeditious delivery of the products on the estimated arrival date while placing the order. However, “Egfill” cannot accept liability or be held financially responsible under any circumstances for any delay in delivery regardless of cause of such delay. Estimated Arrival Date is purely indicative and is subject to change due to change in conditions post placement of order. “Egfill”

disclaims any claims or liabilities arising from any delays or and damages for goods in transit. "Egfill" shall not be held responsible and will bear no liability for delays or and damages caused by but not limited to bad weather, flight delays, political disruptions, other unforeseen circumstances. Any reasonable delay beyond "Egfill"'s control will not constitute as a deficiency of service on the part of "Egfill".

You undertake to provide accurate postal address to facilitate delivery by "Egfill". Incomplete address details are likely to result in loss or delay of shipment. "Egfill" will not be held liable for delays or loss of shipments, or any other loss caused due to inaccurate and incomplete address. You will be liable to pay for the product or service which is undelivered for want of completeness/accuracy of address provided at the time of placing the order. "Egfill" will not be held liable for misplaced, lost shipments, delays, incorrect deliveries, or any other loss caused to the member.

Some deliveries are subject to factors outside of our control. This includes, but is not limited to, unforeseen geopolitical events, international trade complications, state laws and terms and conditions or limitations imposed by our delivery partners. If we are unable to deliver a product due to these factors, we will either issue a refund or provide credit for any amount received in advance from the sale of such Product. "Egfill" will not be held liable for the non-delivery of products resulting from these factors.

You acknowledge that where you request for a change to the Product, address, or any other details pertaining to the Product or service provided by "Egfill" subsequent to placement of order, such a change will result in change to the original Estimated Arrival Date, subject to availability of the Product at the time and post such change request. While "Egfill" will endeavor to accommodate such changes requested subsequent to placement of an order, "Egfill" shall not be held liable under any circumstances for non-execution of such change requests.

"Egfill" shall be entitled to dispose the Products ordered by the you in the event that you are not available for delivery or refuse a second delivery within 7 days of first delivery attempt. While all reasonable care and precautions are taken while disposing off a Product, "Egfill" shall not be liable in any manner whatsoever for any misuse of the Product post such disposal thereof by "Egfill".

and such other legal course as may be advised against you.

Pricing Policy

All prices, fees, discounts, and promotions posted on the Site are subject to change without notice and are not guaranteed. Placing a product in your cart does not reserve the price shown at that time. The price charged for a Product will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes. "Egfill" shall not be held liable for any fluctuations in the price of the Product.

Refunds

No Amount will be refunded if your Order has been accepted by the vendor and process accordingly. However, the amount can be refunded on the following conditions:-

- 1) The Refund has been sought by the customer through “Egfill” whatsapp number within one hour of payment.
- 2) If the customer cancel the order within one hour of payment seek refund accordingly.

Refund, if any, shall be made at the same issuing bank through which the Product/Service was purchased. For payments made through electronic means like debit card, credit card, net banking, wallet etc. refund shall be made using the same payment mode or any other online banking / electronic funds transfer system approved by Reserve Bank India (RBI). Refunds may be supported for select banks. Where a bank is not supported for processing refunds, you will be required to share alternate bank account details with us for processing the refund. Refund shall be conditional and shall be with recourse available to “Egfill” in case of any misuse by you. We may also request you for additional documents for verification.

“Egfill” reserves the right to refuse to process transactions from you if you have a prior history of questionable charges including without limitation breach of any agreements by you with “Egfill” or breach/violation of any law or any charges imposed by Issuing Bank or breach of any policy.

On request from You , “Egfill” will provide the UTR (Unique Transaction Reference Number) to you for refunds made to you. However, in an event of non-receipt of such a refund in the designated Bank Account it will be your the responsibility to provide “Egfill” with the set of documents required to support the claim of non-receipt.

“Egfill” through its payments service provider shall initiate the refund procedure subject to satisfactory verification of the documents provided by the member.

NQA/Product Related Issues:

Any issues with the Product will need to be highlighted to our customer care within 15 days of receiving your order. “Egfill” is entitled to deny any claims beyond this reasonable period.

Return Pickup

No item will be taken for return after delivery of product

Transfer of Title

You agree that the risk of loss and title for any printed Product pass to you upon our delivery to our carrier. For any Product that is to be provided to the customer in an electronic format, the customer agrees that delivery of such Product shall be deemed to have occurred either (a) at the time we transmit the Product via email or other electronic communication addressed to the customer or (b) at the time we transmit a notification to the customer that the Product is available for downloading from the Site.

Indemnification

You agree that you shall indemnify "Egfill", our "Egfill" Affiliates, our and their directors, officers, employees and agents, and all parties from whom "Egfill" has licensed portions of "Egfill" Content, and their respective directors, officers, employees, contractors, agents, against all claims, liability, damages, costs and expenses, including reasonable legal fees and expenses arising out of or related to (i) your breach of these Terms or any applicable laws; (ii) any suit, claim, or demand arising from or relating to any text, photograph, image, graphic or other material that was not part of the "Egfill" Content and that you uploaded or otherwise provided to "Egfill" or incorporated into Products. "Egfill" reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of "Egfill". "Egfill" will use reasonable efforts to notify you of any such, claim, action or proceeding upon becoming aware of it.

Disclaimer of Warranty

THE SITE AND "EGFILL" CONTENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT OPERATION OF THE SITE MAY NOT BE UNINTERRUPTED OR ERROR FREE. WHILE WE MAKE REASONABLE EFFORTS TO ACCURATELY DISPLAY THE ATTRIBUTES OF PRODUCTS, WE DO NOT WARRANT THAT PRODUCT DESCRIPTIONS ARE ACCURATE, RELIABLE AND ERROR-FREE. REFERENCES AND LINKS TO PRODUCTS OR SERVICES OF INDEPENDENT COMPANIES MAY APPEAR ON THE SITE. THESE REFERENCES AND LINKS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. Some jurisdictions may provide you with certain warranties or guarantees that cannot be excluded by contract ("consumer guarantees"), or only limited in certain circumstances, and nothing in these Terms alter those consumer guarantees if applicable to you. Nothing contained in these Terms shall be illegal or voidable by reason of containing any provision which could be interpreted as limiting any of consumer guarantees available to you. If those consumer guarantees apply to you, and "Egfill" cannot legally exclude any consumer guarantees, then to the maximum extent permitted by law, "Egfill": (1) excludes or limits those consumer guarantees; and (2) limits its liability at the option of "Egfill" to the following: (a) in the case of services, the supply of the services again or the payment of the cost of having the services supplied again; (b) in the case of goods, the replacement

of the goods or the supply of equivalent goods; the repair of the goods; the payment of the cost of replacing the goods or acquiring equivalent goods; or the payment of the cost of having the goods repaired. If you request a refund, the time it takes for your refund to arrive may depend on your bank. In most cases, you should receive your refund within 30 days. Certain circumstances are beyond “Egfill”’s control and may not be covered by the Satisfaction Guarantee. Please note that “Egfill” shall not be responsible for: spelling, punctuation or grammatical errors made by you, inferior quality or low-resolution of uploaded images, design errors introduced by you in the document creation process, errors in user-selected options such as choice of finish, quantity or product type, and damage to the Products arising after delivery to you. Please preview your designs carefully and correct any mistakes and satisfy yourself prior to placing your order. “Egfill” does not proof documents created by its users prior to processing any Product.

Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL “EGFILL” OR ITS LICENSORS, SUPPLIERS, OR VENDORS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, OR AGENTS OF ANY OF THEM, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR FOR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT “EGFILL” HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGE, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SITE OR OF FAILURE TO PROVIDE PRODUCTS OR SERVICES THAT YOU ORDER FROM “EGFILL” OR ITS AFFILIATES, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING FROM MISTAKE, OMISSION, VIRUS, DELAY, OR INTERRUPTION OF SERVICE. IN NO EVENT SHALL “EGFILL” 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 OR OUR SUPPLIED PRODUCTS OR SERVICES.

Site Feedback

Any comments, suggestions, proposals, or other feedback (collectively “Feedback”) provided to “Egfill” in connection with the operation or content of this Site or any of our offered and/or supplied Products shall be provided by you and received by “Egfill” on a non-confidential basis. All such Feedback shall become the exclusive property of “Egfill”. By submitting any such Feedback to “Egfill”, you agree that you are transferring and assigning, at no charge, all your right, title, and interest in the Feedback, including all copyrights and other intellectual property rights. You agree that “Egfill” shall be free to use such Feedback on an unrestricted basis.

Grievance/Nodal/Compliance Officer

Grievance/Nodal/Compliance Officer Name: Sri S,D Sarmah, Customer Service

Email id : GrievanceOfficer@gmail.com.

Dispute Resolution

At “Egfill”, we are committed towards ensuring that disputes between the Parties are settled amicably by way of the dispute resolution mechanisms and procedures.

You may reach out to our customer support at 8472022545 (Monday to Friday) from 9:00am - 9:00pm and on Saturday & Sunday from 9:00 a.m. to 6:00 p.m. (Indian Standard Time).

In the event any dispute arises out of or in connection with the Terms herein, including the validity hereof, the parties hereto shall endeavor to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the parties hereto, after reasonable attempts, which shall continue for not less than 30 (Thirty) calendar days, gives a notice to this effect, to the other party in writing.

Governing Law

All issues related to the protection, infringement, or misuse of copyrighted materials shall be governed by the copyright laws of the India and all other matters relating to your access to, or use of this Site shall be governed by the laws of India. Any legal action or proceeding relating to or arising from your access to or use of this Site shall be instituted in Nagaon, Assam, India. The courts in Nagaon shall have exclusive jurisdiction in respect of any matters arising here from. You agree to submit to the jurisdiction of courts of Nagaon, India and agree that venue in these courts is proper in any such legal action or proceeding.

THE END